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The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXIX. No. 29 [Pages 529 to 548]. Saturday, July 20, 1935. Published Weekly. Price One Shilling.

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The Solicitors' Journal

VOL. LXXIX. **Saturday, July 20, 1935.** No. 29

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Current Topics.

Compulsory Good Samaritans.

IT is narrated that on one occasion ROBERT MONSEY ROLFE, afterwards Lord Chancellor CRANWORTH, while still a junior at the Bar, overheard counsel addressing the court and maintaining that Christianity was part and parcel of the law of England, a remark which prompted him to turn to a professional brother with the query, "Were you ever instructed to draw an indictment against a man for not loving his neighbour as himself?" As by a flash the question showed the falsity of the proposition, if taken in all its fullness, which provoked it. Some writers of distinction have, however, contended with much force that we might with advantage incorporate more of the precepts of the New Testament into our legal system. Professor GOODHART, the learned editor of *The Law Quarterly Review*, in his admirable collection of "Essays in Jurisprudence and the Common Law," touches on this subject, and argues with much force that it is not in consonance with modern ideas of morality that a man may intentionally injure another without incurring any legal liability. As he says, "a man may erect a spite fence on his land because he wishes to cut off his neighbour's view. He may drain percolating water for the sole purpose of injuring another's reservoir. His motive will not be considered by the court however clear the evidence of malice may be." He adds the interesting information that an ingenious lawyer once worked out a list of over a hundred ways in which a man might safely injure an enemy, but he refrained from publishing it in the interests of the general welfare. Sooner or later English law will have to be changed so as to embody that section of the German Civil Code which provides that "the exercise of a right which can have no purpose except the infliction of injury on another"; but we are still a long way from that ideal of conduct. Even the good Samaritan is looked upon coldly by English law. The late Lord Justice SCRUTTON declared that if a person attempts to stop a runaway horse in order to prevent injury to persons in the street, he has no right of action against the negligent owner of the horse; he had meddled with something he need not have done. It is true that the appeal in which that dictum was delivered was distinguished in a later case, where a more generous attitude was shown to those who peril their lives in the interest of others. In Germany, according to the Berlin correspondent of *The Times*, they have gone one better, or so it might seem, for under a new law which has just become operative, "failure to give help in accidents, common dangers or emergencies" is made an offence punishable with imprisonment not exceeding two years. Whether this will call out to a greater degree than formerly the heroic element in man remains to be seen, but to the ordinary observer, however well-intentioned the statutory obligation referred to may be, it seems to be merely a devout imagination.

Imprisonment for Debt: Proposed Legislation.

WE have more than once in this column alluded to the subject of imprisonment for debt and to the prospect of legislation amending the present law with a view to obviating the penalty of imprisonment except in cases of wilful refusal or neglect on the part of those able to discharge the obligation. In moving the second reading of the Money Payments (Justices Procedure) Bill in the House of Lords last Thursday week, the EARL OF FEVERSHAM referred to two important principles to which the measure gives effect. "First," we quote from the report in *The Times*, "it provided that before a defaulter was sent to prison for failing to make any of the payments dealt with in the Bill the justices should review the circumstances, and if they decided to commit him to prison they should only do so after their attention had been specifically drawn to the question of imprisonment. Secondly, the Bill provided that in wife's maintenance, affiliation, and rate cases, imprisonment should not be ordered if the court, after reviewing the defaulter's circumstances, formed the opinion that his failure was not due to wilful refusal or culpable neglect." In regard to the first point, it was indicated that the courts expect such fines as are imposed to be paid and do not ordinarily contemplate the possibility of imprisonment. In over 97 per cent. of cases this expectation is justified. The total number of persons fined in 1932, according to the latest available statistics, was 437,000, but in the residue of cases, that of just below 3 per cent., the defendant was sent to prison as the result of a commitment warrant signed by a justice who might know nothing about the case except the mere fact that the fine had not been paid. Under the procedure prescribed by the Bill, when default occurs, the defendant will be brought before the court for the consideration, not of the original conviction, but whether the defendant has made reasonable efforts to pay the fine, whether longer time should be allowed, or what is the proper penalty in failure to pay. An opportunity will also be afforded in suitable cases to place a defaulter under supervision. With regard to maintenance and affiliation orders, it was pointed out that most justices in exercise of their discretion to send defaulters to prison consider how far the latter are to blame, but there is no legal requirement that they should do so. A clause of the Bill requires justices to consider in every case whether default is attributable

to wilful refusal or culpable neglect without, however, placing on the woman the *onus* of proving culpability. Rate defaulters are dealt with by another clause which empowers and requires justices, in cases where a distress warrant fails to produce the money, to compel attendance before the court. This will give the court the opportunity—in cases when the issue of such a process does not result in payment—of examining the defaulter as to his circumstances before deciding whether he should be committed to prison.

Additional Work for the Courts.

In answer to the question whether the various provisions of the Bill would impose additional and unnecessary work on the courts, and would give rise to some additional expenditure, The Earl of Feversham admitted that it might impose additional work on some courts, but denied that such additional work was unnecessary. Reference was made to the evils liable to occur because the existing system does not allow sufficient opportunity to the courts to deal with the issue of commitment warrants in a judicial manner. "This issue of a warrant ordering a man's committal to prison is," it was said, "a very serious step, and no one ought to begrudge time spent by the courts in preliminary consideration before taking such a serious step." If it were true that some courts were so busy that the adoption of the additional procedure provided in the Bill would cause serious inconvenience in the arrangement of their work, the answer—it was urged—was, surely, that the sittings of the Court of Justice, ought to be arranged so as to enable all steps to be taken that were necessary for the proper administration of justice. It is hoped to complete the Bill in all its stages in the House of Lords and in the House of Commons before Parliament rises for the summer recess.

Mental Deficiency: Revised Regulations.

The Mental Deficiency Regulations, 1935, which have just been issued by the Minister of Health (H.M. Stationery Office, 1s. 4d.), will come into force on the 1st September next. It is urged that certificates should be obtained from medical practitioners who have some knowledge of the history of the alleged defective and who possess special experience in dealing with cases of the character in question. The necessity for regular visits to institutions on the part of members of the appropriate committee of management is emphasised, the duties imposed on these committees being regarded as "of paramount importance in securing the proper care and supervision of the patients." It is stated that the Board of Control is of opinion that steps should be taken to ensure an early medical examination of any case of mental deficiency brought to the notice of the local authority, and that full information should be obtained of the history and present circumstances of each case as indicating the measure of care and control which exists or is needed. "With this information before them," it is stated, "the local authority should be in a position to decide on the appropriate action." *The Times*, in a notice drawing attention to the issue of the new regulations, points out that their purpose is to deal with the treatment of the mentally deficient in a manner to accord more closely with modern practice.

Tithe, 1934.

The report and accounts of the Governors of Queen Anne's Bounty for the year 1934, which has recently been published, shows that £2,218,129 was received for the year on the capital and income accounts, and £2,223,154 was disbursed during the same period. Reference is made to the sums (3,919 in number) received during the year in respect of the redemption and merger of ordinary tithe rent-charge and corn rents belonging to various benefices and to the sums received for the redemption of extraordinary rent-charge. Redemptions of tithe rent-charge by way of annuity—the payments consisting partly of interest and partly of capital—accounted for collections amounting to £102,292 interest, and £16,543 sinking fund. Comment is made on the heavy charge on the Governors' separate income involved in the cost of the central administration of the Tithe Act, 1925, and the Tithe (Administration of Trusts) Measure, 1928. This exceeds £25,000 per annum. The amounts received and disbursed under the foregoing provisions amounted to £2,007,051 and £2,046,262 respectively. The practical extinguishment in 1926 of the revenue from First Fruits and Tenths, the cost of collecting the tithe redemption annuities created under the Tithe Act, 1918, and the payment of the interest to the clergy, the disbursement of the dividends to incumbents on stocks held for their benefices, together with the cost of the central administration above referred to are—the Governors intimate—factors which have very greatly diminished their resources available for the assistance of the poor clergy.

Housing Progress.

Figures illustrative of the progress which has been made in recent years towards the provision of suitable housing accommodation and the clearance of slum areas were given by the Minister of Health in the course of a statement made in the House of Commons last Wednesday on a vote of £14,416,840 to complete the sum required for the salaries and expenses of the Ministry of Health. Since the Armistice up to the end of March last, 2,670,000 new houses have been provided—1,425,000 of them by non-subsidised private industry—while during the four years ended 31st March, 1935, approximately 1,000,000 new houses have been built. Sir Kingsley Wood expressed the opinion that, compared with a quarter of a century ago, housing standards had greatly improved and said that he knew from personal experience that the new houses built had been greatly appreciated by the people who had taken a real pride in them. Commenting on the above figure of 1,000,000 new houses, the Minister said that it was all the more remarkable, when compared with 127,000 houses which marked the peak year output in any year before the war, when the population was increasing more rapidly than at present, and 327,000 new houses in the year ended March last. With regard to the progress of slum clearance during the present year, new houses for slum replacement have been sanctioned at the rate of 6,000 a month, and at the end of June nearly 100,000 houses have been approved for this purpose, of which 20,000 houses, sufficient for about 240,000 persons, have been completed. This, it was said, was a great beginning of better things, especially when it was remembered that during the years 1875 to 1933 only 200,000 persons living in slum areas had been re-housed in the whole of that long period. The foregoing figures relate to England and Wales alone and take no account of housing activities in Scotland.

Housing Bill: Report Stage in the House of Lords.

The Housing Bill passed through the Report stage in the House of Lords last Monday. Among amendments accepted was one containing a revised definition of "suitable alternative accommodation," which in the case of a house belonging to a local authority must conform to the standard specified in para. (ii) of s. 37 of the Housing Act, 1930. Moreover, the amended definition which requires a local authority to certify the house in question to be suitable to the needs of the occupier and his family in regard to security of tenure, proximity to place of work and in relation to his means has itself been widened by the addition of the words "and otherwise" in order that a local authority may not consider itself bound only to look to the points mentioned. Additional words—"in relation to other buildings"—have been inserted in cl. 62, sub-cl. (1), in order to make it plain that the said clause, which amends Part I of the Act of 1930 in relation to building included in clearance areas "only on the ground that by reason of their bad arrangement . . . they are dangerous," etc., is concerned only with external bad arrangement. A new sub-section is to be inserted at the beginning of cl. 63,

which requires the Minister of Health to state reasons for deciding that a building is unfit for human habitation. The new sub-section provides that where a person objects to a compulsory purchase or clearance order on the foregoing ground, the Minister shall not cause a local inquiry to be heard "earlier than the expiration of fourteen days after it has been shown to his satisfaction that the local authority have served on the objector a notice in writing stating what facts they allege as their principal grounds for being satisfied that the building is so unfit." Another amendment takes the form of a proviso to cl. 64, which is concerned with payments in respect of well-maintained houses. The clause has already been dealt with in these columns. Under the proviso payments under the clause are not to exceed the difference between the full value of the house and the site value thereof. The former is "the amount which would have been payable as compensation if it had been purchased compulsorily but not as being unfit for human habitation," the latter being "the amount which is payable as compensation by virtue of its being purchased compulsorily as being unfit for human habitation, or which would have been so payable if it had been so purchased." It was explained that the purpose of the amendment was to prevent an owner obtaining more than the market value of the house. If an owner were in a position to recover all that he had spent on repairs over a period of five years, he might, as the clause stood, have obtained more than the house was worth.

Progress of Ribbon Development Bill.

At the time of writing, the Standing Committee of the House of Commons, which is considering the Restriction of Ribbon Development Bill, has dealt with the first five clauses thereof. Among points of importance which have arisen may be mentioned the suggestion that the provisions of the Bill should apply to the unclassified, as well as to the classified, roads. Dealing with the amendment which would have very considerably widened the scope of the measure, the Minister of Transport explained that the object of the Bill was to give the community an immediate and automatic protection on all the main roads of the country. To have given it on all roads would have placed on local authorities an undue burden, and they were therefore given power to bring in other roads if they desired. It would, he said, cause unnecessary irritation if on every road no one were allowed to build, as a large proportion of the roads were country lanes or moorland tracks. Another member of the Committee urged that it would do irreparable harm if they rejected the amendment: the roads on which they wished to preserve the amenities were the unclassified roads. The suggestion was, however, negatived by a substantial majority. A further suggestion for the amendment of cl. 2, which would have placed the power of giving consents to building within 220 feet of the middle of classified roads in the hands of the planning authority instead of the highway authority, was rejected, it being pointed out that two-thirds of the country is in no stage of planning at all. It was also indicated in response to an amendment which would have accorded to factories the same exemption from the operation of the clause as is provided for agricultural buildings that the restriction on building was not absolute but operated only over the standard width and then only in the absence of consent on the part of the highway authority. Moreover, agricultural buildings were not, it was said, an eyesore but a contribution to the amenities and the character of a district. Among amendments adopted in regard to cl. 3 may be mentioned one which provides that land used as a burial ground before the passing of the Act shall not be restricted except so far as the means of access is concerned. The erection of advertisements "as defined by the Advertisements Regulations Acts of 1907 and 1925" has also been exempted from the restrictions. Clauses 4 and 5, the former relating to the erection and maintenance of fences on restricted roads by the highway authority and the latter to the deposit of plans showing the restricted roads, have been ordered to stand part of the Bill.

Traffic Lights: The Word "Stop."

A short point of some interest arose recently on two summonses heard at the Bromley (Kent) Police Court. Motorists who were summoned for failing to conform with the indication given by an automatic traffic signal which showed a red light raised the defence that the word "stop" was not displayed thereon. The Traffic Signs (Size, Colour and Type) Provisional Regulations, 1933, provide by para. 27 (*g*): "The word "Stop" in black lettering shall be placed upon the lens of the lamp showing a red light and no other lettering shall be used upon the lenses or in connection with a light signal." Neglect to conform to an indication given by a traffic sign is an offence under s. 49 of the Road Traffic Act, 1930, but the bench upheld the contention that no offence had been committed by driving past a signal not displaying the word "stop."

Recent Decisions.

In *Odhams Press Ltd.* v. *London and Provincial Sporting News Agency* (1929) *Ltd.* (p. 541 of this issue), it was held that entries in a note-book from which the starting prices of race-horses were estimated were not a literary compilation in which any copyright could subsist. A claim based on the ownership of such copyright and its infringement by the recording, reproduction, transmission or communication of such starting prices or betting odds by the defendants for reward or otherwise accordingly failed.

In *Uttley* v. *Alfred J. Hooper and Co.* (*a Firm*) (p. 542 of this issue), it was held that an arrangement whereby the plaintiff, in consideration of the defendants' agreeing to supply information in regard to property or money to which the plaintiff might be entitled, purported to agree on recovery of such to pay the defendants one-third of the net value, and to charge the property accordingly, was champertous. The argument on behalf of the defendants that all they had done was to inform the plaintiff that she was a relative of one who had died intestate and that it was not intended that they should recover any money for the plaintiff and that she was bound by the contract, was negatived. The champertous nature of the arrangement, Eve, J., said, was to be found in the documents and the surrounding circumstances.

Damages for an agreed sum of £7 3s. were awarded in *Ross* v. *W. H. Hillman and Co. Ltd* (*The Times*, 13th July), for breach of a contract whereby the defendants had undertaken to print circulars relating to a competition organised by the plaintiff. The competition, which consisted in the competitor re-arranging in their correct position the words of lines taken from poems and mixed, was, it was held, one which involved skill as well as diligence and as such did not contravene the Betting and Lotteries Act, 1934. The contract was accordingly declared valid and lawful and not in contravention of that statute.

In *Rex* v. *Governor of Brixton Prison: Ex parte Grunberg* (*The Times*, 17th July), a rule *nisi* for *habeas corpus ad subjiciendum* which had been granted at the instance of one who had been committed for extradition to the United States on a charge of larceny was discharged. Dealing with the argument that there was not sufficient evidence identifying the applicant with the person alleged to have committed the larceny charged to entitle a jury to convict, the Lord Chief Justice referred to a passage in the judgment of Bigham, J., in *R.* v. *Governor of Holloway Prison*, 67 J.P. 67, 68, and said that in fairness to everybody concerned it was not convenient to enter into any discussion of the merits of the evidence in the case. The question was whether there was any evidence. The second ground of the application, that the evidence was circumstantial, was also held to be insufficient.

The Immunity of the Institution.

THE recent case of *James* v. *Probyn and Others* (reported in *The Times* of 29th and 30th May) must cause the thoughtful lawyer alarm and despondency that these times should be so out of joint as to admit such a substantial exception to the famous dictum of Holt, C.J., "*ubi jus ibi remedium.*" The plaintiff underwent an operation for pleurisy in 1928, and discovered five years later that a piece of tubing of four and a half inches in length had been left in him and had contributed to the causation of chronic empyema, which had necessitated a further operation. These facts raise an overwhelming presumption of gross negligence on the part of some person who was engaged in the treatment of the plaintiff in 1928. The surgeon who performed the operation admitted that either he, himself, or someone at the hospital was responsible. The plaintiff brought an action against the governors of the hospital and the surgeon.

Swift, J., somewhat reluctantly, held that there was no case to go to the jury against the governors of the hospital, and the jury found a verdict for the defendant surgeon. This was not surprising, as the facts in such cases as this point to negligence on the part of the nurses rather than on the part of the surgeon, who obviously cannot be expected to supervise all the work performed by the nurses. The jury expressed their sympathy with the plaintiff, and seemingly much regretted that he was unable to obtain compensation for the grave injury that had been done to him.

Swift, J., in dismissing the plaintiff's action against the hospital, said: "I do not think that upon the authorities it is open to me to come to any other conclusion than that the hospital committee are not responsible for the negligence of the nurse who is in their employment. I think that Greer, L.J., so far as I am concerned, has exactly stated the position in the case of *Marshall* v. *Lindsey County Council* [1935] K.B. 516, where he says, in p. 522: 'In my judgment the decision of Walton, J., in *Evans* v. *Liverpool Corporation* [1906] K.B. 160, applies to the present case. It was approved in the Court of Appeal in *Hillyer* v. *Governors of St. Bartholomew's Hospital* [1909] K.B. 820, and we are bound in this court to follow it.' If those cases were binding on the Court of Appeal *a fortiori* they are binding on me. If the matter were to be decided in this court for the first time I should be much attracted by the decision of Lord Alness in *Lavelle* v. *Glasgow Royal Infirmary* (1932), Sc. L.T. 179, but I am debarred from doing that. . . . The duties of doctors and nurses are the duties of skilled people. . . . They do not seem to me to be there as the servants of the committee at all in the sense that the committee can control their method of carrying out their work. That being so they are not responsible for any negligence of which they may be guilty in the way in which they carry out their work."

With great respect to Swift, J., it is submitted that neither *Marshall* v. *Lindsey County Council* nor *Evans* v. *Liverpool Corporation* is an authority for the wide proposition which he enunciated; in both of those cases it was held that a hospital is not responsible for the negligence of a doctor, and that the only duty it undertakes is to select reasonably competent surgeons and doctors. In *Marshall* v. *Lindsey County Council*, Greer and Roche, L.JJ., held the defendants liable for the negligence of their matron, who was *qua* the hospital on the same footing as a nurse. Swift, J., on the other hand, would seem to have held that hospitals are never liable for the negligence of nurses employed by them in the course of their professional duties. This decision is inconsistent with *Marshall* v. *Lindsey County Council* and with the judgment of Farwell, L.J., in *Hillyer* v. *Governors of St. Bartholomew's Hospital*. In *Hillyer's Case*, Farwell, L.J., was of opinion that the hospital ceased to be responsible for the negligence of its nurses during an operation because the surgeon became *dominus pro tempore*, but he seems to have thought that it was generally liable for the negligence of its nurses. Kennedy, L.J., held that it was liable for the negligence of its nurses only when they were engaged in the performance of purely administrative duties. Lord Alness, in the course of his illuminating opinion in *Lavelle* v. *The Glasgow Royal Infirmary* (1932), Sc. L.T. 179, expressed the view that Farwell, L.J., disagreed with Kennedy, L.J., on this point, and cited the following sentence from Farwell, L.J.'s judgment: "The nurses and other attendants assisting at an operation cease *for the time being* to be the servants of the governors as they take their orders *during that period* from the operating surgeon alone and not from the hospital authorities." It is submitted that Lord Alness's opinion in *Lavelle's Case* correctly represents the law, and that the following general rule may be laid down in regard to the liability of hospitals and surgeons. Hospitals are *primâ facie* liable for the negligence of nurses in their employment, but they cease to be liable for the negligence of nurses when such nurses become subject to the control of surgeons. In any event, it is clear that Lord Alness was right when he said that "there is no express decision in England or Scotland which affirms or negatives the liability of [a hospital] for the negligence of one of its nurses." Moreover, in the case in which Lord Alness delivered his dissenting opinion, Lord Hunter and Lord Anderson applied *Hillyer's Case* on the ground that a radiologist became *dominus pro tempore* of nurses assisting at the electrical treatment of a patient; their decision is thus stated in the head-note: "the nurse was *ad hoc* performing a professional duty over which the managers had no control, and the infirmary was not liable for her negligence in the performance of the said duty." In order to decide whether a hospital is responsible for the negligence of a nurse, Lords Hunter and Anderson asked themselves whether the nurse was subject to the control of the manager of the hospital or not. This test was applied also by Farwell, L.J., in *Hillyer's Case*. It seems impliedly to involve the rejection of Kennedy, L.J.'s test as to whether the work was administrative or not.

It may be convenient to attempt to sum up *seriatim* the opinions of the judges who have dealt with this question, in relation to the three possible views enumerated below, which they might have taken:—

(1) *A hospital is always responsible for negligence on the part of its nurses.* This view has been adopted in regard to nursing homes (see *Powell* v. *Streatham Manor Nursing Home*), but as a result of *Hillyer's Case* it is not open to any court below the House of Lords to do so in the case of hospitals.

(2) *It is generally responsible for the negligence of its nurses, but if the nurses become subject to the control of some person who is not a servant of the hospital, it ceases* pro hac vice *to be liable.* This view is expressly supported by Lord Alness, inferentially by Farwell, L.J., and impliedly by Lord Hunter and Lord Anderson. Apparently Swift, J., would have followed it if he had not thought himself fettered by authority.

(3) *It is responsible for the negligence of its nurses only when performing administrative duties.* This was Kennedy, L.J.'s view, and appears to have commended itself to Maugham, L.J., in his dissenting judgment in *Marshall* v. *Lindsey County Council*.

A remark of Greer, L.J., in the course of the argument in that case, appears to indicate that this was also his view, but neither of the Lords Justices were referred to *Lavelle* v. *Glasgow Royal Infirmary*, and they cannot be taken to have finally decided a point which they did not apparently consider.

The question arising is which of view 2 and view 3 is correct; but, even if Lord Alness was wrong and Kennedy, L.J., was right, it by no means follows that in cases like *James* v. *Probyn* the plaintiff is bound to fail. Assuming *Marshall's Case* to be an authority on the question, it shows that the Courts are not slow to hold that nurses are performing administrative duties as the servants of the hospital when they are not subject to the control of doctors. It is certainly arguable that the nurse who was responsible for removing the tube from the plaintiff's

chest in *James* v. *Probyn* was performing an administrative duty; no doubt it required a modicum of medical skill, but it also required medical skill in *Marshall's Case* for the matron of a hospital to be aware of the infectious nature of puerperal fever.

It is submitted that no valid legal or ethical distinction ought to be drawn between nursing homes and public hospitals merely on the ground that patients in the former pay more than patients in the latter in order to obtain the advantage of privacy. The practice in St. Bartholomew's Hospital and other hospitals has been changed since 1908 when *Hillyer's Case* was decided; at the present day almost all patients at St. Bartholomew's Hospital make some payment proportionate to their means. It is, perhaps, not a vain hope that some day the House of Lords will hold hospitals liable in all circumstances for the negligence of their nurses and so restore to the suffering public the confidence of receiving that careful skill which is the keystone supporting our great voluntary hospital system.

De-control and the Rent Restrictions Acts.

THE recent case of *Pearman* v. *Dyer* in the Court of Appeal (79 SOL. J. 342) requires consideration of the 1920, 1923 and 1933 Rent Restrictions Acts, and involves the questions of de-control and apportionment.

In September, 1933, the landlord in that case came into actual possession of the whole of the premises within the meaning of the Rent and Mortgage Interest (Restrictions) Act, 1923, s. 2, sub-s. (1), which provides as follows:—

> 2.—(1) Where the landlord of a dwelling-house to which the principal Act applies is in possession of the whole of the dwelling-house at the passing of this Act, or comes into possession of the whole of the dwelling-house at any time after the passing of this Act, then from and after the passing of this Act, or from and after the date when the landlord subsequently comes into possession, as the case may be, the principal Act shall cease to apply to the dwelling-house.

The result then was that in September, 1933, the premises became de-controlled, by virtue of that sub-section.

The Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, in s. 2, sub-s. (2), makes an excluding provision to govern such a case in these terms:—

> 2.—(2) If the landlord . . . claims that by virtue of the provisions of the said s. 2 of the Act of 1923 the principal Acts had ceased to apply to the dwelling-house before the passing of this Act, he shall within three months after the passing of this Act make to the council . . . application . . . for the registration of the dwelling-house, and if in any proceedings . . . it is proved that but for the provisions of the said s. 2 of the Act of 1923 the principal Acts would have applied . . . and that no such application has been made . . . the dwelling-house shall . . . be deemed to be a dwelling-house to which the principal Acts apply . . .

No application was in fact made in accordance with this sub-section of the 1933 Act, and the result so far, then, was that the house ceased to be entitled to the de-controlling provision of the 1923 Act, as from the 18th October, 1933 (three months after the passing of the 1933 Act).

On 2nd July, 1934, the landlord let the ground floor to the tenant, the defendant, at a rent of £1 a week, and on the 3rd October, 1934, the tenant applied to the county court to have the standard rent and rateable value determined by invoking the apportionment procedure provided by s. 12, sub-s. (3), of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, in these terms:—

> 12.—(3) Where, for the purpose of determining the standard rent or rateable value of any dwelling-house to which this Act applies, it is necessary to apportion the rent at the date in relation to which the standard rent is to be fixed, or the rateable value of the property in which that dwelling-house is comprised, the county court may . . . make such apportionment as seems just . . .

The result of that application was that the standard rent and rateable value of the ground floor was fixed at under £20.

Section 2, sub-s. (1), of the 1933 Act, excludes the de-controlling provisions of s. 2 of the 1923 Act from dwelling-houses of which the rateable value does not exceed, in London, £20. The premises in question were situate in London.

Taking stock of the position up to this time, the ground floor was excluded from the de-controlling provision of s. 2 of the 1923 Act by—

(1) The apportionment of rent and rateable value to under £20, having regard to s. 2 (1) of the 1933 Act; and

(2) Section 2 (2) of the 1933 Act which requires registration within three months.

There is a proviso to s. 2 (2) of the 1933 Act which enables the landlord to combat the exclusion created by that sub-section. It is in these terms:—

> If, on application to the County Court . . . the Court certifies that there was reasonable excuse for the failure to make application for registration . . . within the time . . . and application for registration is made within seven days after the Certificate has been granted, then . . . section 2 of the Act of 1923 shall . . . apply . . . as from the date on which the application for registration is made.

The landlord took advantage of this proviso on the 11th October, 1934, and obtained this certificate. Registration was accordingly effected and notice to quit served on the tenant on 22nd October, 1934. The County Court Judge made an order for possession and the tenant appealed to the Court of Appeal.

The Master of the Rolls, in giving judgment, dealt first with the apportionment order, which, he said, had the effect of re-controlling the ground floor. He referred to *Aronson* v. *Barker* (*Estates Gazette* of 27th October, 1934, p. 661) and said that on the authority of that case such an order was a decision *in rem*. He held, however, that the order did not operate for ever, but only until some supervening event caused a change, since the very s. 12 of the 1920 Act which provided for apportionment also provided for control coming to an end in certain circumstances.

He then set out the circumstances of the application of 11th October, 1934, for leave to register the premises, and raised the real question in the case, which was whether the "re-control" consequent on the apportionment order could only be defeated by subsequent possession on the part of the landlord, or whether the "special" registration effectively de-controlled the premises. He referred to *Stokes* v. *Little* [1935] 1 K.B. 182, and said that the result of that decision (in the words of the headnote) was that—

> where an application was made in pursuance of a certificate of the County Court, the effect was to place the house, as from that date, in the same position as though it had been registered within three months, and that the landlord suffered no further detriment through the delay than such as might result from the application of the Act of 1933 between July 18th, 1933, and the application to register.

It will be recalled that July 18th was the date of the passing of the 1933 Act.

The only penalty in the present case then was that the premises were controlled between 2nd July, 1934, the beginning of the tenancy, and 11th October, the date of the registration, and there was no additional penalty amounting to continuous control until the landlord again resumed possession. The appeal was accordingly dismissed.

The words of Lord Wright in *Stokes* v. *Little* (*ubi sup.*), at p. 194, may be recalled—

> "... if timeous application had been made, the principal Acts would not in such a case ... have been applicable at all. As it is, they become applicable for what I may call the period of default ..."

Company Law and Practice.

Reserve Liability.

By the provisions of s. 53, an unlimited company with a share capital may, by its resolution for registration as a limited company in pursuance of the Act (this being a reference to s. 16), do either or both of the following things, namely: (1) Increase the nominal amount of its share capital by increasing the nominal amount of each of its shares, but subject to the condition that no part of the increased capital shall be capable of being called up except in the event and for the purposes of the company being wound up; (2) provide that a specified portion of its uncalled share capital shall not be capable of being called up except in the event and for the purposes of the company being wound up. But the effect of this section, when coupled with s. 16, is that a limited company cannot create reserve liability by means of its original memorandum and articles unless it was, before attaining the status of a limited company, an unlimited one. For this reason, and because the vast majority of companies start their corporate lives as limited companies in some form or another, it is perhaps to be regretted that the Act does not provide a means for the original memorandum to create reserve liability.

Be that as it may, it is limited and not unlimited companies which have the most importance for us; and it is therefore with the former that I propose to deal to-day. The material section for our present purposes is s. 49, whereby a limited company may by special resolution determine that any portion of its share capital which has not been already called up shall not be capable of being called up, except in the event and for the purposes of the company being wound up, and thereupon that portion of its share capital shall not be capable of being called up except in the event and for the purposes aforesaid. The provisions of this section should be carefully noted, and we may observe that, since a special resolution cannot be passed before the incorporation of the company, and there is no provision in the Act for creation of the reserve by means of the memorandum, it seems to follow, in addition to what I have already said, that any such provision in the original memorandum of a limited company would not be valid.

The case which affords us most guide on this point is *Malleson* v. *National Insurance and Guarantee Corporation* [1894] 1 Ch. 200. That decision is authority for the well-known proposition that a company cannot contract itself out of the power to alter its articles. The defendant corporation was a limited company, and by art. 12 of its original articles it was provided that "the sum of £4 in respect of each of the ordinary shares" (the nominal value of each being £5) "in the initial capital of the company is to be reserved capital, and is not capable of being called up except in the event and for the purposes of this company being wound up, and a special resolution to that effect is to be passed in accordance with the Companies Act, 1879." I should say that the material portion of s. 5 of the 1879 Act, to which this is a reference, is reproduced verbatim by s. 49, with the exception of a few grammatical alterations, which do not affect it in substance. In *Malleson's Case*, no special resolution was passed to the effect mentioned in art. 12; but ultimately a special resolution was passed repealing this article, and this was held to be valid. The opinion expressed in "Buckley's Companies Acts" is that s. 49 gives power to a limited company (1) to reserve capital uncalled on existing shares, creating reserve liability on shares on which there was previously none, or (2) to increase the reserve liability on shares some portion of whose uncalled capital was already reserved, and probably (3) to create new capital with reserve liability; and with the opinion of such an acknowledged authority we can have no quarrel.

It was established in *In re Midland Railway Carriage and Wagon Company*, 23 T.L.R. 661, that uncalled capital, which could not be called up except in the event of and for the purposes of a winding up, the company being in a prosperous condition, may be extinguished and cancelled on a reduction of capital. The company in that case was originally formed under the Act 7 & 8 Vict. c. 110, and subsequently registered for the first time as a limited company under the 1862 Act.

There is, however, some doubt whether reserve liability, when created, can be affected by a special resolution passed thereafter, other than a special resolution for the reduction of capital. The concluding words of s. 49 lend colour to the view that it cannot be so effected; the Act provides no means of determining its existence, apart from the means provided by the section, and from this the general principle seems to emerge that once it is created it remains.

Lindley, L.J., in *In re Pyle Works*, 44 Ch. D. 534, observed, at p. 586: "The Companies Act, 1879, s. 5, enables a limited company to divide capital into two parts, one of which shall only be called up in the event of a winding-up. When the capital of a company has been so divided, that part which can only be called up in the event of a winding-up ceases to be subject to the control of the directors, and cannot, I apprehend, be charged or disposed of by them." But the distinction between such reserve capital and unpaid-up capital must not be forgotten, the latter of which, as Lindley, L.J., pointed out at p. 587, can validly be mortgaged. This case was considered in *In re Mayfair Property Company: Bartlett* v. *Mayfair Property Company* [1898] 2 Ch. 28, where the company (which was limited) had power by its articles to issue debentures charging its assets, including its uncalled capital. It passed a special resolution under s. 5 of the 1879 Act declaring that £5 per share remaining uncalled upon its ordinary £10 shares should not be capable of being called up, "except in the event of and for the purpose of the company being wound up." Two years later, when £5 15s. remained uncalled, the company issued debentures charging all its undertaking and property, "including its uncalled capital for the time being," with the principal money and interest secured by the debentures. The company being afterwards ordered to be wound up, the question arose whether the debentures so issued by the company created a valid first charge upon the £5 per share reserve capital so as to entitle the debenture-holders to payment thereout in priority to the other creditors and the cost of winding-up. The Court of Appeal held, affirming the judgment of Wright, J., that, upon the true construction of s. 5, the company had no power to create any charge upon that portion of its capital, which, in accordance with the resolution passed pursuant to that section, could only be called up "in the event of and for the purposes of the company being wound up." In the words of Lindley, M.R., at p. 37: "Neither the Act of 1879 nor the other Companies Acts give a company power to dispose of assets which cannot come into existence until it is wound up"—an opinion which is as forceful now as it was when made. The judgment of the Court of Appeal repays study, and the decision should be compared with that in *Newton* v. *Anglo-Australian Investment, Finance and Land Company* [1895] A.C. 244, to which Lindley, M.R., refers in his judgment, but which I have not time to consider now. Furthermore, in *In re Irish Club Co., Ltd.* [1906] W.N. 127, Buckley, J., remarked that it would be a melancholy thing if the law were otherwise than as stated in *In re Mayfair Property Company, supra*, for in that case there would be no use in having reserve capital.

In conclusion, I should mention the decision in *In re Bristol Joint Stock Bank*, 44 Ch. D. 703. The bank's capital was divided into 2,400 shares of £10 each, of which £5 was paid and the other £5 was not to be called up except in the event of and for the purposes of the company being wound up. During its existence of six years, no profits had been made, and all the paid-up capital had been exhausted, according to the last balance sheet, save £337. On a shareholders' petition

to wind up the company, Kekewich, J., considered the circumstances warranted the making of the order, and, at p. 714, used these words: "I understand the contract of a shareholder with his partners as regards the reserved capital to be that the business shall be conducted with a certain amount of capital, of which he is to contribute a fixed portion, and on the faith of the credit attaching to his liability to contribute a further sum in the event of a winding-up." But in his opinion there was not a further contract that the business shall be carried on, notwithstanding that the original capital has been exhausted, so as in that way to bring into active operation the contingent liability to contribute in the event of a winding-up; for that would be the equivalent of putting the reserve capital on precisely the same footing as the original capital, and making it part of his contract that he shall allow the business to be continued at all hazards whether he approves or not, and not for the purpose of paying existing debts, but of enabling the company to incur debts to which he may be liable to contribute. The decision may also be said to form an authority for the statement that when the question of insolvency is considered in relation to actual figures, on a winding-up, then the amount of capital comprised in the reserve, which can only be called up in the event of winding-up, should not be taken into account in determining the solvency or insolvency of the company.

A Conveyancer's Diary.

A Point on the Implied "General Words" Clause.

It is often a question, none too easy to answer, what rights, easements and advantages will pass to a purchaser without mention under sub-s. (2) of s. 62 of the L.P.A., 1925:—

"A conveyance of land having houses or other buildings thereon shall be deemed to include and shall by virtue of this Act operate to convey with the land, houses or other buildings all . . . ways, passages, lights, watercourses, liberties, privileges, easements, rights and advantages whatsoever, appertaining or reputed to appertain to the land, houses or other buildings conveyed or any of them or any part thereof, or, at the time of the conveyance, demised, occupied, or enjoyed with, or reputed or known as part or parcel of or appurtenant to, the land, houses, or other buildings, conveyed, or any of them, or any part thereof."

That sub-section replaces sub-s. (2) of s. 6 of the C.A., 1881.

In *Birmingham, Dudley and District Banking Co.* v. *Ross* (1888), 28 Ch. D. 295, the point arose as to the meaning of the words "or enjoyed therewith."

The Corporation of Birmingham granted a lease to the plaintiffs of a piece of land and a newly erected building "with the rights, members and appurtenances to the said premises belonging." The building abutted upon a passage 20 feet wide, which the corporation agreed to keep open, and on the other side of the passage were old buildings about 25 feet high. The corporation demised the land on the other side of the passage to the defendant, who erected on the site of the old buildings a house 80 feet high which materially interfered with the plaintiffs' light. The land on both sides of the passage was part of a larger piece of land laid out by the corporation under a building scheme for the improvement of the town which was known to both parties.

The case was an interesting and important one resulting in judgment for the defendant. I am, however, not concerned here with the grounds for the decision but only with what was said regarding the effect of the sub-section to which I have referred. The decision did not in fact turn upon the sub-section, but in the Court of Appeal some comments were made upon it.

Cotton, L.J., in the course of his judgment, read the sub-section (that is sub-s. (2) of s. 6 of the C.A., 1881), and continued: "But in my opinion, even with the assistance afforded us by the language of this deed" (his lordship was referring to the expression "together with the rights, members and appurtenances to the said premises belonging" in the lease) "this could not be said to be a light within the meaning of this section enjoyed with the house. The house had only recently been erected; and at the time when this lease was granted it was obvious to both parties that this was a large tract of land bought by the Corporation of Birmingham for the purpose of effecting an improvement and for the purpose of the land being laid out so as to have buildings upon it . . . Therefore I think it could not be said that the light coming over that low building to these windows could be considered as enjoyed with it within the meaning of this section. The light did in fact at the time come over that building; but it came over it in such circumstances as to show that there could be no expectation of its continuance. It had not in fact been enjoyed for any long period; and in my opinion it was enjoyed under such circumstances, known to both parties, as could not make it a light enjoyed within the meaning of that section."

It seems, therefore, that for a right to be "enjoyed with" the land or houses under the sub-section, it must be a right enjoyed in such circumstances which would lead to the expectation that it would be continuous. In every case, therefore, the circumstances prevailing at the date of the conveyance must be examined with a view to ascertaining whether it was within the contemplation of the parties that the right could be continuous and not merely temporary or precarious.

A later case which illustrates the same or a closely allied point is *Bartlett* v. *Tottenham* [1932] 1 Ch. 114. The case came before Lawrence, L.J., sitting as an additional judge of the Chancery Division.

The facts in that case were that before 1919 the lands of the plaintiff and the defendant were in the same ownership. In 1919 the common owners conveyed part of the land with a cottage erected thereon to the plaintiff's predecessor in title, and in 1921 they conveyed other parts of the land to the defendant. In 1888 a tank had been erected by the common owners mainly on the land afterwards belonging to the plaintiff, but which projected partly on to the land which was later conveyed to the defendant. The water from that tank was led by a pipe to another tank, which was wholly on the defendant's land. The latter tank was tilted so that any overflow from it ran on to the plaintiff's land. The overflow was diminished by the cattle of the defendant using the tank as a drinking trough; what in fact overflowed was conveyed by a stone drain to a point where it discharged into an open watercourse which was also fed by a spring on the plaintiff's lands. The open watercourse became a natural stream along the boundary of the plaintiff's land, while there were dipping places used by the plaintiff for watering his cattle and by the occupants of cottages on his land. In 1930 the defendant replaced the tank on his land with a new one of a different construction, with the result that the overflow on to the plaintiff's land was diminished and the supply to his dipping places affected.

The plaintiff claimed a right to the continuance of the overflow under an implied grant to his predecessor in title or by virtue of s. 6 (2) of the C.A., 1881, or by prescription.

The plaintiff relied on the rule stated by Thesiger, L.J., in *Wheeldon* v. *Burrows* (1879), 12 Ch. D. 31, as follows: "On the grant by the owners of a tenement of part of that tenement as it is then used and enjoyed, there will pass to the grantee all those continuous and apparent easements (by which, of course, I mean quasi-easements) or, in other words, all those easements which are necessary to the reasonable enjoyment of the property granted, and which have been and are at the time of the grant used by the owners of the entirety for the benefit of the part granted."

The learned lord justice held that the plaintiff could not succeed.

His lordship came to the conclusion that the two tanks were constructed simply for the purpose of supplying drinking water for the cattle and horses on the defendant's land, and the artificial watercourse was obviously constructed for the sole purpose of disposing of the surplus water from the tank on the defendant's land. The conveyance to the plaintiff's predecessor in title only operated to pass such rights as had been enjoyed under circumstances leading to an expectation of the continuance of that enjoyment, and as there could be no expectation that the overflow from the tank on the defendant's land would be continued if that tank were done away with, the purpose of the overflow was merely temporary and the plaintiff's predecessor in title acquired no easement either by implied grant or under the general words implied under s. 6 (2) of the C.A., 1881, to have it continued for his benefit.

I may add that the plaintiff also failed to establish a right by prescription, his lordship pointing out that there could never be a prescriptive right to an overflow of water from an artificial source as it was only consistent with a permission to enjoy what the owner of the source of supply did not require. Such a user never could have been as of right in its inception and could never acquire during its continuance any higher than a permissive character, and it therefore never could be or become a foundation for the presumption of a grant.

From this case also it appears that the expression "or enjoyed with" the land or houses means enjoyed in such circumstances that it must be presumed to have been intended to be continuous and not merely for a temporary purpose. And, as Lawrence, L.J., said: "The meaning of temporary purpose in this connection is not confined to a purpose which may happen in fact to last only for a short time, but includes a purpose which is temporary in the sense that it may within the reasonable contemplation of the parties come to an end."

Powers of Appointment.

In another column the reader will find a letter from Mr. M. C. Batten to which a reply is due. I am afraid that Mr. Batten has rather missed the point of my observations, which I see no reason to withdraw or alter.

The main purpose of giving a husband and wife and the survivor of them a power of appointment amongst children is to enable them or the survivor of them to dispose of the funds as they think fit amongst the children and, if they choose, to leave one or more without any share at all. Probably the prime object is to enable the parents to prevent (so far as financial considerations will avail to do so) the marriage of a daughter with some person who is considered by them to be undesirable.

If a daughter proposes to contract what the parents think is an imprudent marriage they can let it be known that if the marriage takes place they will appoint the whole funds to the other children. That, in fact, is using the power to "prevent marriage with a particular person." If a son is proposing to adopt a particular profession or embrace a particular faith or religion or to grow a beard or to refrain from doing any of those things (or anything else for the matter of that) the parents can indicate that if he should act in any such matter contrary to their known wishes they may appoint all the funds to the other objects and no part to him. That, in fact, is making use of the power to serve the "particular fancies or inclinations of the donee." Of course, an appointment could not be made subject to conditions of that kind expressed in the deed or imposed in some other way (as in *Topham* v. *Duke of Portland*), but in actual fact the donees can utilise the power to serve any whim or fancy of their own by excluding or threatening to exclude an offending child altogether or in part. Indeed, the main purpose of giving the power is that the parents shall be placed in that position. Mr. Batten prefers to express it in more euphemistic language. He says that the object is "to make the trusts adaptable to future circumstances." Precisely—and he might have added "at the mere caprice or whim of the parents or the survivor of them."

Landlord and Tenant Notebook.

The Right to Light.

Disputes between landlord and tenant as to a right to receive light can, fortunately, generally be advised on by referring to one of two authorities. Neither of these is the only decision on the particular point; but each contains reasoned judgments surveying older cases. The two authorities are *Fear* v. *Morgan* and *Birmingham, Dudley and District Banking Co.* v. *Ross*.

Fear v. *Morgan* [1906] 2 Ch. 406, C. A. (the decision was later affirmed by the House of Lords, but the judgments delivered in the High Court and Court of Appeal are more instructive), dealt with the question whether a tenant can acquire a prescriptive right to light; or, to be more accurate, whether premises let can become dominant tenements in respect of a right to light as against servient tenements consisting of premises, let or not, belonging to the same landlord. Be it remembered that the Prescription Act, 1833, s. 3, does not contemplate temporary acquisition of the quasi-easement in question.

The matter arose in this way. In 1825 a town council, as landlords, granted a ninety-nine-year lease. Two years later the parcels were severed, the houses thereon becoming known as No. 16 and No. 18 respectively. Number 16 was then assigned to a tenant who surrendered the lease in 1900, when a new lease was granted to him for a term of seventy-five years; this he assigned to an assignee who underlet the premises to the plaintiffs. The lease of No. 18 was surrendered to the corporation in 1903, and a seventy-five-year term of those premises was granted to the defendant on condition that she effected specified structural alterations. The carrying out of the alterations in question had the effect of obstructing the flow of light to windows of No. 16, which had enjoyed that flow for well over twenty years.

The point in issue had in fact been decided in favour of the plaintiffs' contentions more than once since the passing of the Prescription Act; but since the date of the leading authority, a decision of the Exchequer Chamber, the House of Lords had had occasion to interpret the statute when dealing with the well-known case of *Colls* v. *Home and Colonial Stores* [1904] A.C. 179. The defendant was consequently able to contend that certain passages in their lordships' judgments in that case meant that the Act dealt merely with proof and did not modify the substantive law as to the acquisition of a right to light. The error of this interpretation was now pointed out, the court demonstrating that what the passages meant was that no alteration of the law was made in so far as the kind of right was concerned, but not that the right could not be acquired in circumstances in which or against persons against whom it could not be acquired before the passing of the statute.

So *Fear* v. *Morgan* contains most of what a practitioner will normally want to know about tenants' rights to light; but the balance is of great importance, and is to be found, as I have mentioned, in the report of *Birmingham, Dudley and District Banking Co.* v. *Ross* (1888), 38 Ch. D. 295, C.A. This case was also an indirect result of municipal reforming zeal. The Birmingham Corporation, clearing an unhealthy area under an improvement scheme made pursuant to a remote ancestor of the present day Housing Act, namely, the Artizans' and Labourers' Dwellings Improvement Act, 1875, granted a building lease of the site of the plaintiffs' premises to a builder in 1880, and undertook to lay out two new streets on adjoining land, one the famous Corporation Street, and the other a minor thoroughfare which was to strike Corporation Street at right angles, thus making the premises a corner building. All went well; in 1882 the builder, having duly qualified, obtained his lease, and next year he assigned it to the plaintiffs. Three years later the council made an agreement for a lease of the site the other side of the minor thoroughfare with the defendant, who proceeded to erect a building which substantially diminished the light available to some of the plaintiffs' windows.

There was no question of 20 years' enjoyment; but the plaintiffs, looking at the lease they held, pointed to the word "appurtenances" in the Parcels. But a right to light is not an easement or other incorporeal hereditament, and the real question in issue was whether the corporation had derogated from their grant by authorising the erection of the obstructing buildings. And the answer was that whenever derogation from grant is in issue, the circumstances and information thereof at the time of the grant are material considerations. In this case "it was perfectly understood and known to all that the land was to be built on in any way the corporation liked"; the scheme had been public property and had been illustrated by maps.

There was, indeed, in *Fear* v. *Morgan*, when tried at first instance, a plea that on the surrender of the old and granting of the new lease of the dominant tenement the tenant had impliedly released the right to light; but this, a question of fact, was decided against the defendant.

Our County Court Letter.

THE LEGITIMACY ACT, 1926.

In a recent case at Wrexham County Court the petitioner's case was that his mother was legitimate, although born a fortnight before the marriage of her mother in 1860. The husband under that marriage had already been registered as the father (of the petitioner's mother) and the petitioner's evidence was that, although several children were born of the marriage, his mother was always accepted as one of the family. The latter contention was denied by the respondent (an aunt of the petitioner) the evidence on her side being that the petitioner's mother did not live with the family, but with friends, and—being a comparative stranger—had only once visited home. The respondent had gone to Australia in 1887 with her brother, who did not reveal the secret of their mother's marriage (and the illegitimacy of their eldest sister) until 1929. It was then alleged that the eldest sister (the petitioner's mother) was the offspring of another man. His Honour Deputy Judge O. Granville Morris rejected the evidence of the respondent, and observed that, in the ordinary course, a man does not marry (for reward, as alleged) the mother of another man's illegitimate child in haste after birth, bring the child up as his own in every way as if she were one of his other children, regret the loss of her help and comfort when she marries, and look to her for attention in his last hours—if he knows that he is not the father. Such circumstances (all of which existed in the case of the petitioner's mother) were stronger arguments for the paternity of her mother's husband than other motives for the marriage (e.g., reward or charity) were arguments against such paternity. A declaration was therefore made that the petitioner's mother was legitimated by the subsequent marriage of her parents, no order being made as to costs. It transpired that the petitioner, on establishing his mother's legitimacy, became entitled to about £600 as his share in the estate (worth £2,600) of a relative, who had died in Australia intestate.

THE DUTIES OF ESTATE AGENTS.

In *Musgrave* v. *Cranswick*, recently heard at Bridlington County Court, the claim was for damages for breach of contract. The plaintiff's case was that, as the owner of a void house, she had instructed the defendant to have the chimney repaired, and then to let the house. The defendant, however, had let the house first, and (on the chimney subsequently falling) the plaintiff had had to pay £15 to the tenant as damages. The plaintiff claimed that sum, and also £8 10s. 2d. as the difference between the actual cost of repair and what would have been the cost before the chimney fell. The tenant had also failed to pay his rent, and judgment was recovered against him for possession, for £51 17s. 11d. rent in arrear and £30 15s. 7d. costs. Only £30 had been recovered, and the balance of £52 13s. 6d. was claimed from the defendant, on the ground that he had failed to make proper inquiries as to the suitability of the tenant. The defence was that the property was in a deplorable state, but was let at £52 a year, subject to an allowance of £9 for repairs. The orders for repair had not been carried out to time, and a second builder was therefore employed. His Honour Judge Sir Reginald Mitchell Banks, K.C., held that the defendant did not exercise all care in securing a responsible tenant, but there had been no gross negligence or breach of duty. Judgment was given for the plaintiff for £51 12s. 2d., with costs.

THE QUALITY OF REFRIGERATORS.

In a recent case at Westminster County Court (*Electrical Manufacturers Finance Co. Ltd.* v. *Court and Another*) the claim was for £16 16s. 8d., as instalments due (under a hire-purchase agreement) in respect of a refrigerator. The latter had been supplied by the Warwickshire Refrigerator Co. Limited to the defendants (husband and wife) who had bought the machine on the representation that it would work without attention on the wife's part. At a Congregational Church fête at Redditch, however, some of the ice cream was too hard to eat, and the rest of it tasted of oil. Expert evidence was given that, owing to the absence of proper visual controls of the temperature, the ice cream (while in storage) might become too hard. Oil might also leak from the oil bath of the gear drive, which was at the top of the machine—instead of at the bottom, as in the latest models. His Honour Judge Dumas observed that the defendants bought the machine as one requiring no expert knowledge, viz., foolproof. Nevertheless the machine lacked an essential fitting, and judgment was therefore given for the defendants, with costs. It transpired that the total liability would have been £171.

Books Received.

Annual Survey of English Law, 1934. London School of Economics and Political Science (University of London) Department of Law. 1935. Royal 8vo. pp. xxviii and (with Index) 308. London: Sweet & Maxwell, Ltd. 10s. 6d. net.

Crook Frightfulness. By A Victim. Demy 8vo. pp. 196. Birmingham: Moody Brothers, Ltd. Price 7s. 6d.

The Law Quarterly Review. Vol. LI. No. 203. July, 1935. Edited by A. L. Goodhart, D.C.L., LL.D. London: Stevens & Sons, Ltd. 6s. net.

Administration of Estates with respect to Assets Abroad in England, U.S.A., France. Foreign Law Series. No. 4. 1935. Demy 8vo. pp. 155. English Distributors: Sweet and Maxwell, Ltd. 9s. 6d. net.

Foreign Law Series. Periodical Supplemental No. 1. 1935. Medium 8vo. pp. 40. English Distributors: Sweet and Maxwell, Ltd. Annual Subscription, 14s. net.

Divorce and its Problems. By E. S. P. Haynes, Solicitor, and Derek Walker-Smith, Barrister-at-Law. 1935. Crown 8vo. pp. 180 and (with Index) 183. London: Methuen and Co., Ltd. 6s. net.

The Essex Quarter Sessions Rating Appeal Court at Chelmsford, on the 12th July, allowed, with costs, an appeal by the Benfleet Urban District Council against the non-assessment of the moorings of houseboats at Benfleet. The council contended that, although a houseboat is afloat and not in itself rateable, when it was permanently secured to moorings on the mainland it thus became occupied property and rateable. The decision, it was stated, affected hundreds of cases throughout the country.

To-day and Yesterday.

LEGAL CALENDAR.

15 JULY.—On the 15th July, 1862, it was announced that "the Queen has by letters patent under the Great Seal of the United Kingdom determined the letters patent whereby Edwin John James, Esq., was appointed one of Her Majesty's Counsel learned in the law and removed and discharged him from the same office." Thus fell a brilliant silk, a member of Parliament and Recorder of Brighton, who seemed certain to attain fame and distinction. He had got into financial difficulties, victimised young Lord Worsley, taken a bribe to deal lightly with a defendant in cross-examination and hopelessly compromised his professional character. He was disbarred and his career broken.

16 JULY.—On the 16th July, 1860, Sergeant Michael Hynes, of the 16th Regiment of Foot, was tried for murder at the Winchester Assizes. While on furlough at Gosport he had got fighting drunk and had hacked a woman to death with his sword. Although Keating, J., in his summing up, stated the law with the utmost clearness, the jury showed a strange reluctance to convict. They raised a doubt whether the wounds caused the death and one intelligent juror suggested that if the deceased had been a young woman she might have recovered. "Gentlemen," said the judge, "has a man a right to take away a woman's life because she is old?" At last, after four hours, the jury convicted with a strong recommendation to mercy.

16 JULY.—On the 17th July, 1788, a curious petition came before the Lord Chancellor in Lincoln's Inn Hall. A bankrupt who wished to obtain his certificate, to which his creditors had consented, prayed that a question propounded to him at his last examination might be expunged from the record of the proceedings. The question was whether he had lost £5 at a game of cards, and he had acknowledged that he had. This application became necessary because the bankruptcy laws provided that a bankrupt who had lost £5 at once at a game of cards was precluded from obtaining his certificate. The Lord Chancellor rejected the petition.

18 JULY.—On the 18th July, 1838, Thomas Carty was tried at Waterford for the murder of his wife. According to the evidence of their son, he had strangled her in the night and then hung up the body in the yard to make the case appear one of suicide. The cross-examination of this child of eleven was remarkable. He swore that on the fatal morning he saw the devil on the wall with one leg like a beast and the other like a man and a divided head with two horns. After a long summing up, the jury convicted the prisoner, but recommended him to mercy on account of the wife's habitual drunkenness.

19 JULY.—Serjeant Heath was appointed a Justice of the Common Pleas on the 19th July, 1780. He refused to accept the customary honour of knighthood, saying: "I am John Heath, Esquire, one of His Majesty's Justices of the Court of Common Bench, and so will die." This resolution he kept and served as a judge for nearly thirty-six years, finally dying at the age of eighty. He had a reputation for severity, but the extent of his legal knowledge excited the surprise and admiration even of Lord Eldon.

20 JULY.—On the 20th July, 1865, Constance Kent was sentenced to death by Mr. Justice Willes at the Salisbury Assizes. She had murdered her baby step-brother.

21 JULY.—On the 21st July, 1767, Lord Chancellor Bowes died, having held office in Ireland for ten years. His faculties were unimpaired till his death, although in 1759 it had been noted that he was "in a miserable state of health, with legs bigger considerably at the ankle than at the calf." In the Court of Chancery he was "a terror to fraud and a protection and comfort to every honest man."

THE WEEK'S PERSONALITY.

Constance Kent was one of the most extraordinary criminals who ever stood in the dock. She was charged on her own confession with the murder of her baby step-brother nearly five years before. One night the child had disappeared from its cot, and on search being made its body was found in a privy outside the house. Its throat had been cut with a razor and it had been thrown there. The inquest threw no light on the manner of its death, and Constance, a child of the father's first marriage, who was then aged sixteen, gave evidence with perfect calmness. Years passed and the mystery was solved. The girl having come under religious influences admitted that she was the murderess. Jealousy of the children of the second marriage had evidently preyed morbidly on her mind until, without any personal ill-will against the little boy, she had determined to kill him. The scene in the Assize Court was terrible and affecting. In the midst of passing sentence of death, Mr. Justice Willes burst into tears and for some minutes could not proceed. Till then the prisoner had maintained the greatest composure, but at that point she turned her head from the judge and burst into a passion of tears. Sentence of death was passed, but was subsequently commuted to penal servitude for life. According to the medical standards of the time, she was unbalanced, but not insane. To-day the outlook might be different.

THE BOXER AND THE JUDGE.

When one of the last bare-fist boxers gave evidence at Clerkenwell County Court recently, Mr. Registrar Friend entered into the spirit of the occasion, clothing procedure in the terms of the prize-ring. Thus, when the witness would have interrupted after his evidence was closed, the learned Registrar checked him with: "No, no. No more. You have thrown in the sponge. It is my turn now. As an old boxer, you know the rules. The gong has gone." Not every judge is at home with the terms of the ring. Chief Baron Pollock, however, was an expert and once thrashed a poacher whom he caught on his land. Hawkins, J., of course, with his appropriately close-cropped head, probably had a more practical knowledge of boxing than any judge before or since. His defence of a victorious pugilist, indicted at the Kingston Assizes on a charge of manslaughter in connection with the Frimley Common Prize Fight, was a masterpiece of shrewd advocacy and knowledge of the sporting world. The case turned on a point of identity sworn to by a young Surrey policeman who had only seen the prisoner once, and that in fighting costume and terribly battered.

A PUGILISTIC CASE.

In order to regain his normal appearance the accused, who had escaped arrest, had succeeded in avoiding the first assizes. Besides, Erle, C.J., who presided, was an opponent of the "noble art of self-defence," and conviction would have meant penal servitude. So, as it was, Baron Parke presided. Hawkins advised his client to show the greatest respect for the learned judge and to appear as becomingly attired as possible. A zealous solicitor took the hint and accordingly dressed him formally in quasi-clerical attire and carefully brushed his hair, once close-cropped, but now long and shiny. The result was something between a tame curate and a saint in the painting of an Old Master. Even Hawkins was astounded, but, though on the verge of laughter, he fought the identity issue with vigour. Picking on an elderly Quaker on the jury he drew a picture of him stripped of his usual attire, insisting on the impossibility of recognising him had he been seen in other clothes. "Strip yourself, in fact, quite to the skin above your belt," he said, "and with only a pair of cotton drawers and say a bird's eye fogle round your waist, your lower limbs terminating in cotton socks and high-lows, I venture to ask whether you think your own good and respectable wife would recognise the partner of her joys." The gust of laughter which greeted this picturesque description blew down the evidence of identity and secured an acquittal.

Notes of Cases.

Judicial Committee of the Privy Council.

British Coal Corporation and Others *v.* The King.

The Lord Chancellor, Lord Atkin, Lord Tomlin, Lord Macmillan and Lord Wright. 6th June, 1935.

CANADA—APPEALS TO JUDICIAL COMMITTEE OF PRIVY COUNCIL—DOMINION LEGISLATION ABOLISHING APPEALS IN CRIMINAL MATTERS—VALIDLY ENACTED—ACT TO AMEND THE CRIMINAL CODE (23 & 24 Geo. 5, c. 53), s. 17—BRITISH NORTH AMERICA ACT, 1867 (30 & 31 Vict., c. 3), ss. 91, 92—STATUTE OF WESTMINSTER, 1931 (22 Geo. 5, c. 4), ss. 2 (1), (2), 3, 7 (1), (2), (3).

This was a petition by British Coal Corporation and four other coal-importing companies for special leave to appeal from a judgment of the Court of King's Bench (appeal side) of the Province of Quebec, dated the 5th October, 1934, dismissing the appeal of the petitioners from a conviction before the King's Bench (Crown side) dated the 12th December, 1933, on a charge described by one of the judges on the appeal as a charge of "combining together with a view to restricting unduly the coal industry." The petitioners were fined $30,000. A constitutional issue which arose by way of preliminary objection, and which was heard first, was whether the Dominion Parliament had power by legislation to take away the right of appeal to the Judicial Committee of the Privy Council in criminal matters. Before the Statute of Westminster, 1931, was passed there was in the Criminal Code of Canada a section which purported to take away in criminal matters the right of appeal to the Privy Council. That section was repealed and re-enacted by s. 17 of 23 and 24 Geo. 5, c. 53, of Canada, which was passed subsequent to the Statute of Westminster, 1931.

THE LORD CHANCELLOR, in giving the judgment of the Board, said that it was clear that if s. 17 of 23 and 24 Geo. 5, c. 53, of Canada was valid, the petition was barred. It was, however, contended on behalf of the petitioners that the section was invalid. A section in identical terms had been held invalid by the Judicial Committee in *Nadan* v. *The King* [1926] A.C. 482, and that decision was founded on in these proceedings by the petitioners, who contended, on various grounds, that the enactment of the Statute of Westminster, 1931, had not affected the position which the decision just cited had established. On behalf of the respondent it was argued that the Statute of Westminster, 1931, had removed certain fetters which according to that decision had till then affected the legislative competence of Canada in the relevant respects, and that, those fetters being removed, the provisions of the British North America Act, 1867, had full effect to invest the Parliament of Canada with power to enact the section in question. The Colonial Laws Validity Act was passed in 1865; it was an Act which declared that a colonial law should be deemed to be, and to have been, void to the extent that it was repugnant to any Act of the Imperial Parliament extending to the colony or any order or regulation made under such Act. In 1867 the British North America Act was passed; the legislative power was vested in the Parliament for Canada, which by s. 91 was to make laws for the peace, order and good government of Canada, in relation to all matters not coming within the classes of subjects assigned by s. 92 exclusively to the Legislatures of the Provinces. Certain matters were specifically enumerated as falling within the exclusive legislative authority of the Parliament of Canada, including "The Criminal Law, except the constitution of Courts of Criminal jurisdiction, but including the procedure in criminal matters." On a careful consideration of the judgment of the Board in *Nadan's Case, supra*, their lordships were of opinion that the judgment was based on two grounds only: (1) that the section there in question was repugnant to the Privy Council Acts of 1833 and 1844, and was therefore void under the Colonial Laws Validity Act, 1865; (2) that it could only be effective if construed as having an extra-territorial operation, whereas according to the law as it was in 1926 a dominion statute could not have extra-territorial operation. Those two difficulties, as the law then stood, could only be overcome by an Imperial statute. Their lordships had now to decide the very same question, and to decide it, as they conceived, without any direct help or guidance from earlier decisions of the Judicial Committee, now that the Statute of Westminster had removed the two difficulties which were decisive in *Nadan's Case, supra*. His lordship referred to s. 2 (1) and (2), s. 3 and s. 7 (1), (2) and (3) of the Statute of Westminster, and said that it was true that before the Statute of Westminster the dominion legislature was subject to the limitations imposed by the Colonial Laws Validity Act, and by s. 129 of the British North America Act, and also by the principle or rule that its powers were limited by the doctrine forbidding extra-territorial legislation, though that was a doctrine of somewhat obscure extent. But those limitations had now been abrogated by the Statute of Westminster. There now remained only such limitations as flowed from the British North America Act itself. In truth Canada was in enjoyment of the full scope of self-government. Its Legislature was invested with all necessary powers for that purpose by the British North America Act, and what the Statute of Westminster did was to remove the two fetters above mentioned. Their lordships could see no valid reason since the Statute of Westminster why the power to regulate or prohibit that type of appeal should not be held to be vested in the dominion Parliament by the British North America Act, with the consequence that it was validly exercised by the impugned section of the Act to amend the Criminal Code. Their lordships did not construe the decision in *Nadan's Case, supra*, as involving the negation of that general power. The petition should be dismissed.

COUNSEL: *Wilfrid Greene*, K.C., *C. J. Burchell*, K.C., *J. H. Stamp*, and *Potter A. Oyler*, for the petitioners; *Sir Stafford Cripps*, K.C., and *Cyril Radcliffe*, K.C., for the Attorney-General for Quebec; *W. N. Tilley*, K.C., and *J. E. Read*, K.C., for the Attorney-General for Canada, intervening; *The Attorney-General* (Sir Thomas Inskip, K.C.), and *Wilfrid Lewis* were present to assist the court.

SOLICITORS: *Clifford-Turner & Co.; Blake & Redden; Charles Russell & Co.; The Treasury Solicitor.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Odhams Press Limited *v.* London and Provincial Sporting News Agency (1929) Limited.

Eve, J. 9th July, 1935.

COPYRIGHT—STARTING PRICES.

This was an action in which the plaintiffs, Odhams Press, Ltd., and Allied Newspapers, Ltd., as owners respectively of *Sporting Life* and *Sporting Chronicle*, claimed to be joint owners of the copyright in the starting prices or betting odds at the fall of the flag fixed by their representatives on the racecourse immediately after the start of any horse race in Great Britain or Ireland, and that it was an infringement of such alleged copyright for the defendants, the London and Provincial Sporting News Agency (1929), Ltd., to record or reproduce them in any material form for the purposes of transmission and/or to transmit them by telephone or otherwise to their subscribers for reward or otherwise to communicate the starting prices systematically to other persons by way of trade. The plaintiffs further claimed damages for alleged infringement of copyright. The defendants pleaded that the starting prices were publicly posted for the information of all concerned and were at Doncaster broadcast immediately after each race by loud speakers installed in the

cheap public enclosure. The defendants denied that copyright subsisted or could subsist in the starting prices or any of them, and they further said that the starting prices were not original literary works within the Copyright Act, 1911, but constituted an item or items of news available for all concerned, and particularly for those interested in horse races. The defendants admitted that they carried on business as distributors of racing news by means of a "blower" service from Blower House, Poland-street, and they offered to give their subscribers the starting prices of the first three horses past the post.

EVE, J., in giving judgment, said the plaintiffs issued a statement as soon as possible of the first three horses in each race and of the starting prices of those horses. They employed two men to get that information as quickly as possible and make notes. When each race started they met together and compared notes and estimated the starting prices and adopted the result. The question was whether that note was the subject-matter of copyright. Immediately after the figures had been given to the press representative the news became the property of everyone on the course, and before many minutes were over it was published to the world. In his opinion it was quite impossible that the entries in the note-book were a literary compilation in which any copyright could subsist. They were notes taken from entries in bookmakers' books and other information available. It was frankly admitted in the witness-box by Mr. Dawson that he picked up his information wherever he could, even from representatives of the defendants. What all this involved was simply the collection of news, and when one looked to see what that news was it was extremely difficult to find what there could be any copyright in. In his opinion the claim failed and the action must be dismissed with costs.

COUNSEL: *Lionel Cohen*, K.C., *H. D. Samuels*, K.C., and *E. J. Macgillivray*; *Henn Collins*, K.C., *J. W. Morris*, K.C., *J. F. Eddy* and *L. R. Dunne*.

SOLICITORS: *Nicholson & Crouch*; *N. A. Woodiwiss & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Uttley *v.* Alfred J. Hooper & Co.

Eve, J. 12th July, 1935.

CONTRACT VOID FOR CHAMPERTY—TRANSACTION SET ASIDE.

In this action in which Mrs. Margaret Uttley, wife of William Sutcliffe Uttley, of Heywood, Lancashire, claimed, as against the defendant firm, Alfred J. Hooper & Co., genealogists, a declaration that a contract, dated 25th January, 1934, between the plaintiff and the defendant firm, whereby the plaintiff, in consideration of the defendants agreeing to supply information as to property to which the plaintiff might be entitled, purported to agree that in the event of the property being recovered by her, to pay the defendants one-third of the net value recovered, and thereby purported to charge the property with payment to the defendants of the share, was either void or ought to be set aside on the ground that the same was of the nature of champerty and designed to conceal the true transaction. On 11th October, 1933, Miss Alice Blake died intestate, and on 14th April, 1934, letters of administration to her estate, valued at £7,569, were granted to Mr. Valentine Lancaster and Mrs. Beatrice Prince. The defendants pleaded that all they had done was to give information to the plaintiff that she was a relative of Miss Blake, that it was not intended that they should recover any money for the plaintiff, and that she was bound by the contract. It was stated that fifty-five persons were beneficially interested in the estate of Miss Blake, including the plaintiff, and that the other fifty-four all signed a similar document to that which she signed.

EVE, J., in giving judgment for the plaintiff, said that, on Miss Blake's death, the solicitors did not discover any documents which would enable them to find any person interested in the property of the deceased, and they advertised for the next-of-kin, but the answers received were not satisfactory, and the solicitors were at a loss what to do. It was remarkable that it did not occur to them to obtain protection in that court. The mistake of hawking about to ascertain who were the next-of-kin without applying for instructions to the court had resulted in enormous expense being thrown on the beneficiaries. Amongst those who answered the advertisement was the defendant firm, who wrote that they had the matter under investigation on a contingent basis. That investigation was handed over to persons engaged in a sort of speculative business of "no cure, no pay." He had not the smallest doubt that the arrangement now in question was one which was void for champerty. It was said that it was open to anyone of the fifty-five beneficiaries to employ their own solicitors, but what likelihood, said his lordship, was there of these unfortunate persons getting the services of a separate solicitor where there were solicitors instructed from the beginning and their costs were all to be deducted before the net amount divisible was to be ascertained. The champertous nature of the arrangement was to be found in the documents and surrounding circumstances. It was a disgraceful contract, and one which no court of equity could allow to be established. The plaintiff was entitled to her claim, and he had no hesitation in saying that he accepted her evidence before that of the defendants. There would be judgment for the plaintiff with costs, and the contract would be set aside.

COUNSEL: *Alexander Grant*, K.C., and *Harold Lightman*; *Sir Gerald Hurst*, K.C., and *J. Neville Gray*.

SOLICITORS: *Jaques & Co.*, for *John Molesworth & Sons*, Rochdale; *Francis Miller & Steele*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Nash *v.* Stevenson Transport Ltd.

Humphreys, J. 21st, 24th June, 1935.

ROAD TRAFFIC—GOODS VEHICLE—"A" LICENCE—AGREEMENT BY LICENSEE TO ALLOW ANOTHER PERSON TO RUN VEHICLES UNDER THE LICENCE—CONTRACT VOID AND ILLEGAL—ROAD AND RAIL TRAFFIC ACT, 1933 (23 & 24 Geo. 5, c. 53), ss. 7 (2), 1 (1) and (3), 2 (6), 16, 21.

The plaintiff, who carried on the business of a haulage contractor in London under the style of "Nash Transport Co.," had, during the year beginning on the 1st April, 1932, in his possession under a hire-purchase agreement certain lorries of some 51 tons total unladen weight. Accordingly he made an application under s. 7 (2) of the Road and Rail Traffic Act, 1933, to the Metropolitan Traffic Area Licensing Authority for an "A" licence to which he was entitled in respect of the 51 tons. Early in 1934 the plaintiff disposed of the lorries. On the 18th May, 1934, he entered into a contract with the defendants, whereby, in consideration of the defendants paying the plaintiff £375, the plaintiff was to allow the defendants to run lorries of their own under the licence granted to the plaintiff in respect of the lorries formerly in his possession and to allow the defendants to use the name "Nash Transport Co." so far as was necessary for that purpose. On the 14th November, 1934, the Licensing Authority notified the plaintiff that his application had been granted, and, fourteen days later, under the contract, £375 became payable to the plaintiff by the defendants, who, however, declined to carry out the contract on the ground that it was not enforceable in law.

HUMPHREYS, J., said that the basis of his judgment was that it had been agreed between the parties that the vehicles covered by the licence were to be provided and owned by the defendants, and that the plaintiff was neither to drive them nor to be connected with the defendant company in any way. By s. 21 of the Act, licences could not be transferred or assigned. That section, coupled with s. 20, was an indication that *primâ facie* the scheme of the Act was that anyone who

was not a privileged person and who desired a licence to run the kind of vehicle in question must apply for a new licence which it was completely within the discretion of the licensing authority to grant or refuse. It had been argued with force that the privilege conferred by s. 7 (2) of the Act was confined to the person indicated by the section and that that person could not transfer rights to a licence which could only be acquired under the terms of the Act. It was, however, unnecessary to decide the case on that ground, because the answer to this action was that, as appeared from s. 1 (1) and (3) of the Act, this contract could not be carried out without the defendants being involved in the commission of a criminal offence. The defendants would be using their vehicles without a licence. Further, by s. 2 (6) of the Act, the vehicles must belong to the holder of the licence, yet, under the contract in question, they were not to belong to the plaintiff. Section 16 attached certain conditions to the granting of a licence, which the plaintiff, although the licence-holder, would be unable to carry out. Section 12 of the Act was not in the plaintiff's favour because it referred to holding companies only, and the object of the parties had been to prevent the licensing authority from knowing that the operators of the vehicles were not the licensees. The contract was in his (his Lordship's) opinion void and illegal, and the action accordingly failed.

COUNSEL: *F. W. Beney*, for the plaintiff; *I. A. Macaulay*, for the defendants.

SOLICITORS: *E. C. Randall; Field, Roscoe & Co.*, agents for *Luya & Williams*, Liverpool.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 19th and 20th June, 1935. A candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

Stanley Watson Barker, Peter Berry, Ernest Burston, Harry Duxbury, John Eastwood, Ernest James Kenyon, John Richard Owles.

PASSED.

Frank George Adamson, Lilian Mary Ashworth, Norman Kerr Bain, B.A. Cantab., Edward Maurice Besly, B.A. Cantab., M.A. Oxon, John Swinburne Blair, William John Block, John Garland Boshell, Robert Henry Buckley, Kenneth Francis Mackay Bush, Robert William Cubbidge, Stanley Dodd, Peter Hardisty Emerton, Peter Harlow English, Michael Venour Primrose Foulis, John Francis Russell Fox, Aubrey James Harper, Harold Hewitt, Thomas Freeman Higginson, John Grosvenor Horton, Frank Douglas Howarth, George Frederick Huntley, Benjamin Legh Balfour Hutchings, George Leslie Jaye, Nicholas Einon Hopkin John, Kenneth Charles Kitto, Alfred Randolph Knagg, Matthews Levy, Arnold Robinson Lewis, Eric Edward Wynn Lloyd-Jones, Walter John Longman, Cecil Arthur Manners, Tom Michaelson-Yeates, John Breeze Nourse, Richard Norman Ogle, Joseph Parry, Joseph Kenneth Peace, Percy Joseph Perry, Richard Ellis Pickford, Herbert Paul McCabe Reay, Gilbert Martin Rowden, Vernon Fanshawe Royle, John Atlay Shaftoe, Myer Silverstone, Moss Spiro, James Helliwell Stanley, John Stoker, Peter Sully Stowe, Richard Harold Sweet, James Denis Tattersall, Wilfrid Bowes Taylor, Kenneth Leslie Titmuss, Bertram Ernest Townend, Herbert Montague Trethowan, John Herbert Tuffee, Richard Walters, Walter Sydney Wheldon, James Henry Woolfenden, Thomas Edward Wootton.

The following candidates have passed the Legal portion only:—

William Henry Mooring Aldridge, B.A. Cantab., Harry Field Andrews, Montague Eric Appleby, Robert Kendray Archer, Harry Armistead, Thomas Lovell Avery, B.A. Oxon, Anthony Case Aylward, Cyril Kenneth Barker, Ivor Butler Barton, Clifford Moss Beck, William Albert Bennett, Leslie William Hadfield Birtwistle, Francis John Broad, Guy Dennis Wreford Brown, Robert Calverley, Winsloe Bullard Clifford Campbell, B.A. Cantab., Thomas Harley Royston Campling, Stanley Cave, Peter John Bygrave Church, Ernest Neville Churchward, Norman Arthur Citrine, John Stanley Clarkson, George Laughton Clegg, Edwin Morris Cockburn, Robert Francis Codrington, Thomas Herbert Gaitskell Coleman, Reginald Astley Cope, Geoffrey Samuel Cornfield, Charles Brian Crowther, John Paul Darch, Thomas Mason Dawson, John Percival Deacon, John William Denby, Fred Dewhurst, Leslie Neville Dodd, Ronald Ewart Dodd, Richard Edward Insley Drew, Edward Galloway Dunderdale, Edmund Curtis Durham, Arthur John Moorhouse Ellaby, Alan Edward Goddard, Julian Samson Goldstone, Aubrey Percy Goodwin, Derek Ivon Gower, Thomas Patrick Gray, Cyril John Jordan Grey, Charles James Estlin Grundy, Harold Richard Hrant Schofield Hardman, Edward Geoffrey Harley, John Philip Lewis Haslam, Arthur Charles Hepburn, Leslie Haselden Holroyde, Frank Arnold Hooley, Alfred Alastair Parfitt Hunt, Richard Charles Huntriss, Geoffrey Allison Hurst, Edward Allen Ingham, Richard Whitfield James, Leslie Granville Jones, Arthur Leslie King, John Warren Lea, Derek Godfrey Leach, Neville Pritchard Lee, B.A. Cantab., Philip William Levens, B.A. Cantab., Arthur William Henry Charles Lloyd Lewis, David Gordon Escott Lewis, Mabel Helen Lewis, Kenneth George Littleton, Lawrence Ernest Long, Frederick William Peter Lupton, Coll Lorne MacDougall, George Stanley Mace, Neil George Maclean, M.A., LL.B. Glasgow, Jessop Chesthill McNaughton, Gerald Tindal Methwold Methold, Deighton Edgar Millar, Mervyn Reginald Moore, M.A. Cantab., Dennis Newman, William Owen Nicholls, John Swindale Nixon, Leslie Owen, John Henry Mills Owens, John Garrard Page, Leslie Ernest Page, Cyril Joseph Butler Palmer, B.A. Cantab., Wilfred John Pedley, John William Picton Philipps, Ronald Kent Phillips, Donald Whiteley Pickles, Charles William Pletschette, Alfred Plews, Andrew Frederick Arthur Powles, Philip Hurley Race, John Everard Bruce Rae, Edward John Reed, Winston Rees, B.A. Wales, William Richard Renshaw, Thomas Griffith Roberts, George Lester Sawday, B.A. Oxon, George Edward Carrington Seale, B.A. Oxon, John Seymour, Aubrey Sidney-Wilmot, Billy Gerald Skinner, William Trevor Steele, Eric Bracegirdle Stott, John William Thomson, B.A. Cantab., Thomas William Tilbrook, Philip Towle, Douglas George Viney, George Charles Wade, Cranston Graham Walton, Humphrey Norden Weber, Geoffrey Alfred John Wells, Edward Douglas Lawson Whatley, Arthur Reynolds Killingworth White, Horace Edgar White, Eric William Boyce Whitehead, Christopher Henry Allen Wilson, B.A. Cantab., William Jessel Wise, Douglas Mowbray Woodward, Robert Smithson Young, B.A. Oxon.

No. of Candidates, 329. Passed, 186.

The following candidates have passed the Trust Accounts and Book-keeping portion only:—

Gordon Allen, LL.B. London, George Ambler, Arthur Phillip Arnold, B.A. Cantab., Stanley Kenneth Arnold, Edwin Fred Barrett, Harold Francis Batcheldor, Dennis Ernest Becker, Joseph Arnold Benjamin, LL.B. Liverpool, Michael Crofton Black, Anthony Hubert Blake, Cuthbert Lisle Blenkinsop, B.A., LL.B., Cantab., Edward Clement Blower, Lyn Bowen, John Charles Clifford Bowling, LL.B. Leeds, Norman Louis Braund, Alexander Bridge, Alan Jack Brimacombe, Gordon Herbert Brown, Richard Keniston Browning, John Pearson Bruce, Charles Buckley, John Anthony Bucknill, B.A. Oxon, Reginald William Ewart Burgess, Basil Hubert Jackson Camp, Stanley Carl Walter Carlson, John Moseley Channer, Donald Hugh Chapman, Gerald Chappell, Henry James Seymer Clark, B.A. Oxon, John Geoffrey Hatherley Clarke, Alwyne Hartley Buchanan Coleridge, Ralph Harmar Collins, Andrew Stephen Charles Comber, Eric Edward Crabtree, William Dennis Curnock, Alan Robert Davis, Edwin Arthur Davis, James Allan Drayton, Patrick Merle Duggan, Kenneth Taylor Dyson, Thomas Evance Eeley, Ivor Douglas Emanuel Elias, Cecil Ellison, James Henry Fellowes, Kenneth Spicer Few, B.A. Cantab., Richard Charles Fitzgerald, LL.B. London, Joan Elizabeth Montgomery Francis, Leslie James Fryer, Herbert Montandon Garland-

Wells, M.A. Oxon, Robert Frederick Gingell, Josiah Rees Tudor Griffiths, David James Grimes, Kenneth Chambers Gooch, Edward Mark Greenhow, Clement Hanson, John Eric Hargreaves, LL.B. Manchester, John Stedman Owen Haslewood, B.A. Oxon, John Michael Herbert, B.A. Cantab., Edmund Rawlings Heward, B.A., LL.B. Cantab., William Hirst, Tom Dalton Hiscoke, Cyril Charles Hitch, Joseph Cowderoy Hodgson, Philip Booth Hodgson, Charles Radcliffe Dewhirst Ingham, Alon Hermon Jones, Raymond Bark Jones, B.A. Cantab., Frederick Douglas Kennedy, Alexander Christopher King, John William Henry Knight, Ivan Raymond Krisch, Harold Christopher Gibson Lake, B.Sc. London, Brian William Lane, William Abbott Large, Bernard Williamson Little, Herbert Mervyn Lloyd, James Ernest Douglas Lobb, Robert George Lord, Robert Arnold Lugsdin, Andrew Whitworth McGowan, B.A. Cantab., Edward Willett MacGowan, Francis Joseph McHugh, Brian Christopher Mosley McLean, Cedric William Margetts, Thomas Francis Partington Martin, Donald Mathieson, Harold Noel Meek, Soli Rustomji Mehta, LL.B. Birmingham, Ronald Henry Morton, Frederick George Mossman, Alastair Napier, Peter Hartopp Nash, B.A. Cantab., Charles Alfred Neale, John Hope Openshaw, Barry Malcolm Patey, Richard Thomas Henry Perkins, John Inglis Penrose Pollard-Lowsley, B.A. Oxon, Roy Kenneth Price, Ian Gathercole Ruston, Diarmuid Albert Ryan, Maurice James Frederick Saxton, B.A. Oxon, Philip Ronald Scott, Daniel Christopher Slemeck, Brian Hazell Smith, Rupert Malise Speir, B.A. Cantab., Frank Stanley Squires, Maurice Sutherland, Gordon Townsend Swain, B.A. Cantab., Eric Bruce Swinbanks, Michael Barry Sykes, Bryan Tassell, Derek Lewis Taylor, Frank Ernest Taylor, Eric Gerard Lumley Temple, Peter John Clare Tench, William Hilliard Beynon Thomas, Brian Dunstan Tolhurst, Alfred Eric Tritschler, Edward Versluys, Douglas James Walker, Michael Sykes Walker, B.A. Cantab., Evelyn Malcolm Echalaz Walther, Emanuel Weisbach, Francis Wenger-Byrne, B.A. Cantab., Norman Jarrett Whitehead, Gerald Abson Whiteley, John Williams, William Bird Wilson, B.Sc. London, Derek Wordsworth.

No. of Candidates, 334. Passed, 194.

STUDENTSHIPS FOR 1935.

The Council, acting on the recommendation of the Legal Education Committee, have made the following award of three Studentships of the annual value of £40 each, tenable for one year, but renewable at the discretion of the Council :—

CLASS A.

(Candidates under 19 years of age.)

Mr. Antony Arthur Darbey (educated at Dudley Grammar School; to be articled to Mr. J. F. Partington, of Wolverhampton).

Mr. Harry Street (educated at Farnworth Grammar School; to be articled to Mr. R. Nelson, of Bolton).

Mr. Richard Lionel George Wood (educated at Wellington College and The Law Society's School; to be articled to Mr. P. Stormonth Darling, of London).

Each Studentship is awarded on condition that the holder reads for a Law Degree.

Societies.

The "Law Quarterly Review."

A dinner to celebrate the fiftieth anniversary of the "Law Quarterly Review" was held at Lincoln's Inn Hall on the 10th July, with the editor, Professor Goodhart, in the chair. The menu contained a forensic fable entitled "The Eminent Jurist and the Editor of the High-brow Legal Publication," composed by "O" for the occasion. This described how the eminent jurist, invited by the editor to write a short appreciation of the publication for its jubilee, had explained how he had become an ornament of the House of Lords only after entirely discarding the study of law, and that, although the fifty volumes of the publication decorated his shelves, he had never had occasion to open one of them. He would, however, willingly make the statement: "Your fifty volumes are ever at my hand."

LORD TOMLIN, in proposing the health of the "Review," quoted the words of Sir James Fitzjames Stephen: "One of the many difficulties which stand in the way of working the English law may be expressed thus: That those who have made themselves acquainted with its provisions have generally neither the time nor the inclination to undertake any task other than that of administering it as an existing system." The "Law Quarterly Review," he said, provided a means whereby the two classes of the profession, the academic and the practising lawyers, were able to come together and understand each other's point of view. The "Review" had much altered the outlook of both; it had induced in the practising lawyer more of the historic sense and had taught him something of the value of the scientific angle of approach, and it had taught the academic lawyer the importance of that experience of reality which fell to the lot of his practising colleague. The success, reputation and usefulness of the "Review" had been to a large extent due to the skill, wisdom and learning of its first editor.

SIR FREDERICK POLLOCK.

In 1871 Sir Frederick had been called to the Bar, and five years later he had published the first edition of the "Principles of Contract," of which the tenth edition was in the course of preparation. In 1887 the "Law of Torts" was published, and the influence of those books in countries owning the sway of the common law was beyond measure.

SIR FREDERICK POLLOCK, in reply, said that the "Review" had been started with the immediate aim of providing an organ for the continuous discussion both of judicial decisions and of professional literature. Lawyers to-day would hardly believe how low the dialectic of the profession had fallen during the first half of the nineteenth century. Text-book writers had dedicated their works to judges, if they could find a judge to accept their dedication, in terms of grovelling servility, and the same frame of mind had appeared in their works. They had never attempted any discussion of judicial decisions which did not appear to be consistent; they had merely made a bald note of the decision and thrown the whole problem at their readers' heads. If anyone had questioned their policy they would have replied: "It is not for us to criticise the decisions of the King's judges." The founders of this Review had done their best to eradicate that frame of mind, and also to provide for the continuous appreciation of serious professional works within a reasonable time after their publication. Practically no such provision had existed before.

Their purpose was to deal primarily with the common law in its broadest sense, but they had never confined their attention exclusively to it, and had welcomed discussion of the various laws administered under the British flag, and also of Continental law so far as it conduced to the better understanding, through comparison, of English law and its fundamental principles. The Review had always had a certain cosmopolitan outlook and had even gone so far as to admit articles in foreign languages for special reasons. It had never taken its eye off public law in its general bearings, including international law, which at this moment required more attention than ever before. It would soon, he thought, be hardly possible to draw a sharp line between the study of English law and an acquaintance, to a moderate extent at any rate, with Continental systems, especially of commercial law. The days were past when foreign law could be treated as something belonging to another world.

THE EDITOR, in proposing the health of the Contributors, remarked that the legal profession had sometimes been accused of being selfish and narrow and without interest in the mode or reform of the law. The history of the "Review" was an answer to that criticism. Not one of the contributors of its thousand or so articles had ever expected any material reward, but each had contributed his work entirely out of his love and interest for the subject. The list of contributors included two Lord Chancellors, five Lords of Appeal and eleven judges, a fact which showed that legal authorship was not incompatible with success at the Bar.

The Post Office had recently announced the name of the perfect telephone subscriber and of the perfect telephone girl. The perfect contributor, he declared, was Lord Macmillan, who possessed the three cardinal virtues: that his copy was always legible; he made no corrections in proof; and he returned the sheets the day after he received them. He was one of an admirable group in the House of Lords who had done so much recently to encourage the development of English law.

THE FINAL COURT OF APPEAL.

LORD MACMILLAN, in reply, said that beside the great assemblage of present-day contributors at the dinner, the hall was full of the ghosts of those who in the past had contributed by their learning to the advancement of legal scholarship and the reputation of the "Law Quarterly Review." It was a complete fallacy to suggest that the law was not a learned profession. No one could be a great practitioner of the science who did not care for many other things besides the technique of his art. Because the "Law Quarterly Review" for fifty years had kept alight the torch of learning and scholarship, its present contributors were proud that evening to sit under the chairmanship of its editor. The author of the forensic fable in the menu had referred to the House of Lords as "the final Court of Appeal." Its members were

under no such delusion. The anxiety which permeated the House of Lords and the Privy Council until the next number of the "Law Quarterly Review" appeared and they learnt whether they had really decided aright, was a common phenomenon of those august tribunals. The consolation with which they read that "in the recent decision in *Jones* v. *Williams*, the noble and learned lords approximated to a correct decision," was one of the most salutary features of their arduous life. It was a little trying when, after having adopted with a few slight alterations the judgment of the learned judge below, they were told that their judgment had "entirely overlooked an interesting decision in one of the year books, which Mr. Wilfred Greene had omitted to bring to their lordships' attention and which their own industry had not discovered."

Mr. JUSTICE EVE, proposing "The Teachers of Law," confessed that he had never contributed anything to the "Law Quarterly Review," and that he had never employed a teacher of the law, but the profession had never been short of a plenitude of these devoted men. They were, however, not so concentrated on youth as to omit to detect and express their opinion concerning the errors and mistakes, not only of their contemporaries, but also of older men. He gave a hearty welcome to their restrained criticism, which judges found amusing to their friends, useful to themselves, and a contribution to the salt of the earth.

SIR WILLIAM HOLDSWORTH, in reply, claimed to be a very senior law teacher, and holder of the oldest chair of law in the world. Both the status of law teachers and the quality of their teaching had enormously improved in the last thirty-five years. At Oxford the numbers taking law had trebled and the character of the teaching was entirely different. When he had been a student All Souls' College alone had taken in the Law Reports, and no teacher had regularly read them. One of the main causes of the improvement had been the closer connection between the practitioners of law and its teachers fostered by the Review. Maitland, in his lectures on English Law and the Renaissance, had described the Inns of Court in the sixteenth century, when they had really been teaching colleges. In those days the connection between the Readers, the Benchers, the sergeants and the judges had been extremely close. The profession was returning to that good old time. Sir William Blackstone, when advocating the extremely revolutionary proposal that English law should be taught at a university, had pointed out that even a professor of law might be able to help the legal practitioner in his work. That prophecy had been fulfilled. Not only had professors of the law made legal literature, but some teachers were on the Lord Chancellor's Committee for the Statutory Reform of the Law.

LORD ATKIN, who proposed the health of the Editor, said that Law Lords had this claim on the sympathy of the contributors, that they provided the raw material from which the contributors turned out the finished article.

The EDITOR briefly replied.

Among those present were: Lord Hanworth (Master of the Rolls), Lord Wright, Sir Boyd Merriman (President of the Probate, Divorce and Admiralty Division), Lord Justice Roche, Lord Justice Slesser, The Hon. J. C. Hutcheson (Judge of the United States Circuit Court of Appeal), Mr. Justice Bennett, Mr. Justice Crossman, Mr. Justice Humphreys, Mr. Justice Luxmoore, Mr. Justice Macnaghten, Mr. Justice Porter, Judge Sir Alfred Tobin, K.C., Judge Earengey, Sir Maurice Gwyer, K.C., Sir William Graham-Harrison, K.C., Sir Alfred Hopkinson, K.C., Sir Thomas Hughes, K.C., Sir William Malkin, K.C., Sir Malcolm McIlwraith, K.C., Sir Harold Morris, K.C., Sir Stuart Robertson, K.C., Sir Leslie Scott, K.C., Sir Claud Schuster, K.C., Sir Francis Taylor, K.C., Sir John Fischer Williams, K.C., Sir William Beveridge, Sir George Bonner, Sir William Brunyate, Sir Edwin Deller, Sir John Fox, Sir Thomas Haycraft, Sir Benjamin Lindsay, Sir Francis Newbolt, Sir Reginald Poole, Sir Arthur Underhill, Professor R. A. Eastwood, Professor H. C. Gutteridge, K.C., Professor H. D. Hazeltine, Professor J. D. I. Hughes, Professor C. E. Smalley-Baker, Professor H. A. Smith, Professor F. de Zulueta, Professor P. H. Winfield, Mr. Cyril Asquith, Mr. Stuart Bevan, K.C., M.P., Mr. Bernard Campion, K.C., Mr. J. D. Cassels, K.C., M.P., Mr. W. G. Claytor, Mr. H. A. Hollond, Mr. R. Vaughan Williams, K.C., Mr. A. M. Langdon, K.C., Mr. W. Latey, Mr. Theobald Mathew and Mr. Potton (Assistant Editor).

The Hardwicke Society.

The Annual Dinner of the Hardwicke Society was held on the 10th July, the chair being taken by Mr. NEWMAN HALL, the President. The health of the Society was proposed by LORD DAVIES, who said that he had once attended lectures on international law at Cambridge, given by Lord Acton, and had gone as far towards the Bar as eating some dinners. The Society had, he was informed, been founded about 100 years ago, but the name of the founder was lost in the mists of antiquity, someone having stolen the minute book ninety-eight years ago. Members of the Society were interested in politics as well as in matters of law. There were to-day many very vital problems, affecting every man, woman and child in the country. Some people believed that these problems, which had to do with peace and war, with the development of international relationships and with international co-operation, were closely connected with what was called "the reign of law." He suggested that when international law was spoken of, the speakers were generally talking about something which did not exist at all. Law should not be described as law unless it had three attributes: some method of changing it peacefully when it no longer corresponded with requirements; some sanctions by which it could be upheld; and the force of public opinion behind it. The problem was how to develop the League of Nations into a real international authority which could gradually build up and codify an international law having these three elements. The Hardwicke Society ought to be able to produce valuable analogies between the evolution of municipal law and that of international law, following thus the founder of international law himself. Grotius had devoted the first nineteen chapters of his work to a discussion on municipal law; he had gone on to discuss the principles derived from municipal law, and had then applied them fearlessly to the problem of international law. Lord Davies could not help feeling that if his successors had proceeded on those lines, many of the difficulties and mistakes and errors and disasters which had followed might have been avoided.

THE PRESIDENT, replying, said that the Society had a remarkable library of trials, advocacy and legal biography, including a first edition of the State Trials and the latest lives of Lord Birkenhead and Lord Carson. He suggested that many a member of the Bar would be well advised to pay the guinea necessary for membership of the Hardwicke Society, if only to make use of this remarkable circulating library. The Society could offer remarkable instances of longevity, as, for example, Mr. C. L. Chubb, who had been Secretary in 1874–75, and who had reached the age of eighty-five last November. After an operation for appendicitis, he was now once again to be seen climbing to the top floor of Lincoln's Inn. To him might be applied the words of a distinguished ex-president: he was now a promising young Chancery junior. A certain member who had joined in 1868 had once been regarded as a most distinguished person and a great speaker but, as unfortunately so often happens, he had begun in his age to be looked upon as one who spoke too often and too much, and hindered the rising generation. Though the older members might regret his demise during last year, younger members looked upon it as in the best interests of the future of the Society. This member was the vice-president, which office had been abolished at the last general meeting, on the motion of the existing vice-president. Mr. Newman Hall concluded with an expression of gratitude to the Middle Temple for hospitality, and to the legal press for regular reporting.

MORE JUDGES WANTED.

THE HON. S. T. HOWARD proposed the health of the Bench and Bar. In the good old days of Queen Elizabeth, he said, a Chancellor had secured his job by his prowess at dancing. This was no longer possible, and therefore legal ability must be the only reason for the elevation to the Bench of the author of "The Rebel Maid," which had been written by Judge Dodson on the North Coast of Scotland while he was a naval officer during the war. One of the most striking things about the judiciary was its age; the common law judges showed an average of sixty-three. Judges seemed to be always old, in the same way that Carthusian monks were old, though doubtless not for the same reason. Whatever the argument in favour of an age limit for judges, the examples of Mr. Justice Holmes of the United States and of Mr. Justice Avory were sufficient argument against it. In his opinion the chief need for reform was for more judges. He said that public opinion of lawyers was changing as a result of seeing them so often represented on the films. There was no "type" lawyer, and any alleged hardness in their faces came from the foul atmosphere in which they did their work. The man in the street needed to-day, more than ever before, legal advice on his ordinary rights, but less than ever before could he afford to pay for it, while less than ever before could the barrister afford not to be paid for giving it. For this difficult problem he could find no solution.

Judge DODSON said that he had once attended a meeting of the Hardwicke Society; he had been so overwhelmed, and had not understood one word of what he heard, that he had, with a sigh of relief, resumed his former occupation of attending the second house at the Tivoli. The environment in which

the judges worked was important from the point of view of their health; he spent about two-thirds of his time in the Central Criminal Court, where even the air he breathed was manufactured. So scentific was the ventilation that all fresh air was scientifically excluded, and air was pumped in from the vaults. Sometimes, from the odour, one would have thought that an exhumation had taken place and an inquest was likely to follow. The nourishment of the judges was also very important. Their work was laborious, and they needed stimulating. Nevertheless, the only vitamin the judges required was the loyalty of members of the Bar, and that they received in very generous measure.

Mr. H. B. VAISEY, K.C., said that lawyers lived long because the devil knew that he could always get a lawyer when he wanted one. He had reached an age when one's feelings towards oneself were a combination of disgusted disappointment that one had done no better and surprised satisfaction that one had done no worse. One's friends, nevertheless, regarded even the smallest measure of success as partaking of many of the characteristics of a miracle. If he knew the necessities or technique for success at the Bar, he would apply them himself. Nevertheless, one of the first requirements was not to be discouraged, and another was not to mind waiting. He was also sure that success at the Bar was largely assisted by making use of decisive, incisive and arresting expressions of speech while not being epigrammatic, and still less being flowery; barristers should try not to be too commonplace or too banal. It had been said that an agricultural labourer used to get on very well with a vocabulary of 300 words; he had known members of the Bar who seemed to get on with a vocabulary of about 250 words. He was certain that it was worth while to try to be interesting. The traditions of the profession had come down as a priceless inheritance to their present holders, whose bounden duty it was to preserve them.

Mr. HENRY MAYERS, honorary treasurer, proposed the health of the guests. He said that Judge Dodson and Mr. Vaisey appeared under false pretences, Mr. Vaisey claiming to be an equity lawyer, and Judge Dodson engaged on the criminal side. Yet, was not the author of a book on road traffic pre-eminently concerned with easements and rights of way? While at any moment Mr. Vaisey, as chancellor of some of his many dioceses, might find himself liable to try a parish priest for setting up a chasuble in the wrong place, or wearing too many buttons on his stole, or for the very grave crime of "having a nightcap with lace ribbons thereon," punishable by unfrocking.

LORD DAVIES briefly replied, and complimented the Society on its officers. Among those present were: Judge Alexander, Mr. and Mrs. Aronsen, Mr. Reginald Jones, Mr. D. Campbell Lee, Mr. and Mrs. Colin Pearson, Mr. and Mrs. G. Granville Sharp, Mr. O. H. Slade, Mr. and Mrs. E. B. Stamp, Mr. Geoffrey Tyndale and Dr. Mary Tyndale.

A meeting of the Society was held on Friday, 12th July, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. A. Newman Hall, in the chair. Mr. Campbell Prosser moved: "That President Roosevelt is a failure." Mr. Colin Pearson (ex-President) opposed. There also spoke: Mr. Southall, Mr. McClaren, The Hon. F. P. Howard, Mr. D. Campbell Lee (Hon. Librarian, ex-President), Mr. Llewellyn Thomas and Mr. Petrie. The hon. mover having replied, the House divided, and the motion was lost by seven votes.

Middle Temple.

The Treasurer (Sir Lynden Macassey, K.C.) and Masters of the Bench of the Middle Temple entertained at dinner on the 15th July, in the Middle Temple Hall, the following delegates of the Parliaments of the Empire: The Hon. Sir Stanley Argyle, K.B.E., M.L.A. (Victoria), The Hon. Sir Harold Austin, O.B.E., M.H.A. (Speaker of the House of Assembly, Barbados), Capt. C. Bain-Marais, M.P. (South Africa), The Hon. Mr. B. K. Basu, C.I.E. (India), Mr. Arthur Beaucheane, C.M.G., K.C. (Canada), Senator T. W. Westropp Bennett (President of the Senate, Irish Free State), Senator Col. The Hon. Frank B. Black, V.D. (Canada), Mr. W. A. Bodkin, M.P. (New Zealand), Mr. C. M. Bothamley (New Zealand), Mr. H. Butcher, M.P. (Canada), The Hon. R. L. Butler, M.P. (Premier of South Australia), Senator The Hon. J. P. B. Casgrain (Canada), Mr. S. D. Lahiri Chandbury, M.L.A. (India), Senator The Hon. A. B. Copp (Canada), Mr. H. G. Dickie, M.P. (New Zealand), Mr. James M. Dillon, T.D. (Irish Free State), Major C. N. Dorion, V.D., M.P. (Canada), The Hon. J. M. Dunningham, M.L.A. (Minister for Labour and Industry, New South Wales), The Hon. Mark Fagan, M.L.C. (New Zealand), Senator H. S. Foll (Australia), The Hon. J. Frederick Fraser (Nova Scotia), Mr. P. Fraser, M.P. (New Zealand), Mr. C. W. Frost, M.P. (Australia), Mr. K. L. Gauba, M.L.A. (India), Capt. M. J. Green, V.D., R.N.V.R. (South Africa), The Hon. H. Gregory, M.P. (Western Australia), Senator The Hon. G. Hartog (South Africa), The Rt. Hon. Sir Wilson Hungerford, M.P. (Northern Ireland), Mr. W. J. Hutchinson, M.P. (Australia), The Hon. Sir Baron Jayatilaka, M.S.C. (Leader of State Council, Ceylon), Sir Cowasjee Jehangir Bart., K.C.I.E., O.B.E., M.L.A. (India), The Hon. C. O. Latham, M.L.A. (Western Australia), Mr. J. M. Lawson, M.P. (Australia), The Hon. Angus Macdonald, M.L.A. (Premier of Nova Scotia), The Hon. N. J. O. Makin, M.P. (Australia), The Hon. Harcourt Malcolm, C.B.E., K.C., M.H.A. (Speaker of the House of Assembly, Bahamas), The Hon. Duncan Marshall, M.L.A. (Minister for Agriculture, Ontario), The Hon. R. G. Menzies, K.C., M.P. (Attorney-General and Minister for Industry, Commonwealth of Australia), Mr. G. H. Monahan, C.M.G. (Australia), The Hon. R. Morand, M.D., M.P. (Deputy Speaker, House of Commons, Dominion of Canada), The Hon. A. G. Ogilvie, K.C., M.L.A. (Premier of Tasmania), Mr. D. J. O'Sullivan (Irish Free State), The Hon. H. G. T. Perry, M.L.A. (Speaker of the Legislative Assembly, British Columbia), General J. J. Pienaar, M.P. (South Africa), The Hon. Sir Abdur Rahim, K.C.S.I., M.L.A. (President of Legislative Assembly, India), Col. The Hon. Deneys Reitz, M.P. (Minister of Agriculture and Forestry, Union of South Africa), Lt.-Col. K. Rood, M.P. (South Africa), Dr. R. G. Rowlette, T.D. (Irish Free State), Capt. The Hon. W. S. Senior, M.C., M.P. (Minister of Mines and Public Works, Southern Rhodesia), The Hon. Sir Stanley Spurling, C.M.G., O.B.E., M.H.A. (Bermuda), Mr. L. J. Steytler, M.P. (South Africa), Senator The Hon. Lorne C. Webster (Canada).

The following accepted invitations to dine and meet the delegates: The Rt. Hon. Lord Blanesburgh, G.B.E. (Lord of Appeal in Ordinary), The Rt. Hon. The Lord Chief Justice of England (Lord Hewart), The Rt. Hon. The Master of the Rolls (Lord Hanworth, K.B.E.), The President of the Probate, Divorce and Admiralty Division (Sir Boyd Merriman), The Rt. Hon. Lord Justice Greer, The Hon. Mr. Justice Eve, The Hon. Mr. Justice Lewis, His Honour Judge Harington, The Permanent Secretary to the Lord Chancellor (Sir Claud Schuster, G.C.B., K.C.), The Treasurer of Gray's Inn (Mr. Bernard Campion), Mr. Wilfrid Greene, K.C., The King's Remembrancer (Sir George Bonner), The Chief Metropolitan Magistrate (Sir Rollo Graham Campbell), The Junior Counsel to the Treasury—Chancery Division (Mr. A. Andrewes-Uthwatt), The President of The Law Society (Sir Harry Pritchard), Sir Reginald Poole.

There were also present: The Rt. Hon. Lord Rutherford, O.M., F.R.S., The Rt. Hon. Lord Horder, K.C.V.O., The Rt. Hon. L. S. Amery, M.P., The Rt. Hon. Montagu Norman, D.S.O., Sir Alexander Gibb, O.B.E., C.B., Sir John Weir, K.C.V.O., The Dean of Westminster, K.C.V.O., Sir Robert Kindersley, C.B.E., Major-General Sir Frederick Maurice, K.C.M.G., C.B., Sir Campbell Stuart, K.B.E., Sir Basil Mayhew, K.B.E., Sir Howard d'Egville, K.B.E., Sir Austen Low, C.I.E., Sir Harold Bellman, M.B.E., Hon. Sir Frederick Stewart, M.P., Sir Reginald Blomfield, R.A., Hon. J. F. Caha, M.L.C. (Minister of Health, Tasmania), Professor F. G. Donnan, C.B.E., F.R.S., Mr. F. László de Lombos, M.V.O., Commander C. H. Rolleston, Hon. J. A. Perkins, M.P., Hon. J. P. Jones, M.L.C., Major F. J. Ney, Major G. B. van Zyl, M.P.

The following Masters of the Bench of the Middle Temple, in addition to the Treasurer, were present: His Honour Judge Ruegg, K.C., The Rt. Hon. Sir Ellis Hume-Williams, Bart., K.C., The Hon. Mr. Justice Horridge, His Honour Judge Sir Alfred Tobin, K.C., The Rt. Hon. Edward Shortt, K.C., Sir Holman Gregory, K.C., Sir Cecil J. B. Hurst, K.C., Mr. Heber Hart, K.C., The Hon. S. O. Henn Collins, K.C., The Rt. Hon. Viscount Finlay, Mr. J. Bruce Williamson, His Honour Judge Dumas, Mr. S. J. Bevan, K.C., Mr. A. M. Sullivan, K.C., Mr. W. E. Vernon, The Rt. Hon. Viscount Rothermere, Mr. Cecil Whiteley, K.C., Mr. J. Scholefield, K.C., Mr. W. Craig Henderson, K.C., Mr. J. D. Cassels, K.C., Sir Edward Tindal Atkinson, The Rt. Hon. Sir Ian Macpherson, Bart., K.C., Mr. J. Bowen Davies, K.C., Mr. J. M. Paterson, Col. Sir Henry F. MacGeagh, K.C., The Rt. Hon. Sir Thomas Molony, Bart. With the Rev. Canon Harold Anson (The Master of the Temple), Rev. J. F. Clayton, M.C., (The Reader at the Temple Church), Mr. T. F. Hewlett (The Under-Treasurer).

Counsel in a possession case at the Clerkenwell County Court recently contended that a notice to quit to a husband and wife, addressed to "Mr. and Mrs. ——" was not properly served, as it could not be legally presumed to have reached the husband. The wife, he argued, was entitled to receive a letter so addressed, but might not show it to her husband. Judge Earengey, K.C., said the point had not been decided before, but he held that the addition of the wife's name did not invalidate the notice.

Parliamentary News.

Progress of Bills.

House of Lords.

Ascot District Gas and Electricity Bill.
Read Third Time. [15th July.
Assurance Companies (Winding-up) Bill.
Read Third Time. [17th July.
Beckenham Urban District Council Bill.
Read Third Time. [15th July.
Blackpool Improvement Bill.
Reported, with Amendments. [11th July.
Bognor Gas and Electricity Bill.
Read Third Time. [11th July.
Croydon Corporation Bill.
Read Second Time. [17th July.
Derwent Valley Water Board Bill.
Read Third Time. [17th July.
Easington Rural District Council Bill.
Read Third Time. [17th July.
Fylde Water Board Bill.
Read Third Time. [11th July.
Hours of Employment (Conventions) Bill.
Read First Time. [11th July.
Ipswich Corporation (Trolley Vehicles) Provisional Order Bill.
Committed. [10th July.
London County Council (Money) Bill.
Committed. [11th July.
London Midland and Scottish Railway Bill.
Read Third Time. [15th July.
London Passenger Transport Board Bill.
Reported, with Amendments. [15th July.
London Passenger Transport Board (Finance) Bill.
Read First Time. [11th July.
Maidstone Corporation Bill.
Read Third Time. [11th July.
Merchant Shipping (Limitation of Liability Convention) Bill.
Read First Time. [15th July.
Metropolitan Common Scheme (Palewell) Provisional Order Bill.
Read Third Time. [11th July.
Metropolitan Water Board Bill.
Returned from Commons, with Amendments, Agreed to. [15th July.
Ministry of Health Provisional Order (Cuddington Joint Hospital District Bill).
Committed. [15th July.
Ministry of Health Provisional Order (East Surrey Water) Bill.
Committed. [15th July.
Ministry of Health Provisional Order (Harpenden Water) Bill.
Committed. [15th July.
Ministry of Health Provisional Order (Monks and Princes Risborough Water) Bill.
Committed. [15th July.
Ministry of Health Provisional Order (Rainham Water) Bill.
Committed. [15th July.
Ministry of Health Provisional Order (South Oxfordshire Water) Bill.
Committed. [15th July.
Money Payments (Justices Procedure) Bill.
Read Third Time. [17th July.
National Health Insurance and Contributory Pensions Bill.
Read First Time. [17th July.
Public Health (Water and Sewerage) (Scotland) Bill.
Read First Time. [17th July.
Reading Corporation Bill.
Read Third Time. [11th July.
Salmon and Freshwater Fisheries Bill.
Read Third Time. [17th July.
South Shields Corporation Bill.
Read Third Time. [15th July.
Swansea Tramways Bill.
Returned from Commons; Agreed to, with Amendments. [15th July.
Unemployment Insurance (Crediting of Contributions) Bill.
Read First Time. [11th July.

House of Commons.

Assurance Companies (Winding Up) Bill.
Read First Time. [17th July.
Bournemouth Gas and Water Bill.
Read Third Time. [11th July.
British Sugar (Subsidy) Bill.
Read Second Time. [12th July.
Camborne Water Bill.
Reported, without Amendment. [17th July.
Cattle Industry (Emergency Provisions) (No. 2) Bill.
Read First Time. [16th July.
Criminal Lunatics (Scotland) Bill.
Reported, with Amendments. [11th July.
Diseases of Animals Bill.
Read Third Time. [12th July.
Gloucester Corporation Bill.
Read Third Time. [15th July.
House of Commons Disqualification (Declaration of Law) Bill.
Read Second Time. [15th July.
Isle of Man (Customs) Bill.
Read Second Time. [15th July.
Law Reform (Married Women and Tortfeasors) Bill.
Read Third Time. [12th July.
London Passenger Transport Board (Finance) Bill.
Read Third Time. [11th July.
Metropolitan Water Board Bill.
Lords Amendments Agreed to. [12th July.
Ministry of Health Provisional Order Confirmation (Croydon) Bill.
Reported, without Amendment. [17th July.
Ministry of Health Provisional Order Confirmation (Eastbourne) Bill.
Reported, without Amendment. [17th July.
Ministry of Health Provisional Order Confirmation (Fylde, Preston and Garstang Joint Small-pox Hospital District) Bill.
Read Second Time. [17th July.
Ministry of Health Provisional Order Confirmation (Harrogate) Bill.
Reported, without Amendment. [17th July.
Ministry of Health Provisional Order Confirmation (Huntingdon) Bill.
Reported without Amendment. [17th July.
Ministry of Health Provisional Order Confirmation (Metropolis Water) Bill.
Reported, without Amendment. [17th July.
Ministry of Health Provisional Order Confirmation (Morley) Bill.
Reported, without Amendment. [17th July.
Ministry of Health Provisional Order Confirmation (Norwich) Bill.
Read Second Time. [17th July.
Ministry of Health Provisional Order Confirmation (Ottershaw Joint Hospital District) Bill.
Read Second Time. [17th July.
Ministry of Health Provisional Order Confirmation (Oxford) Bill.
Read Second Time. [17th July.
Ministry of Health Provisional Order Confirmation (Pwllheli) Bill.
Read Second Time. [17th July.
Ministry of Health Provisional Order Confirmation (Watford) Bill.
Read Second Time. [17th July.
Money Payments (Justices Procedure) Bill.
Read First Time. [17th July.
Poole Road Transport Bill.
Reported, with Amendments. [17th July.
St. Bartholomew's Hospital Bill.
Reported, with an Amendment. [17th July.
South Suburban Gas Bill.
Read Third Time. [16th July.
Stourbridge Navigation Bill.
Reported, with Amendments. [11th July.
Swansea Tramways Bill.
Read Third Time. [12th July.
Teachers (Superannuation) Bill.
Read Second Time. [15th July.
University of Durham Bill.
Read Third Time. [12th July.
Urmston Urban District Council Bill.
Read Third Time. [16th July.
West Riding of Yorkshire Mental Hospitals Board (Superannuation) Bill.
Read Third Time. [11th July.
Weymouth Waterworks Bill.
Reported, with Amendments. [17th July.

Questions to Ministers.

COMPANIES ACT.

Sir W. SMITHERS asked the President of the Board of Trade whether, in view of the possibility of investors being misled by the use of the word "bank" in the title of concerns which are not deposit banks he will consider the advisability of amending the Companies Act so as to ensure that the use of the word "bank" in the title of a company or firm shall necessitate conformity with defined conditions.

Mr. RUNCIMAN: The suggestion of my hon. Friend has been noted for investigation when the amendment of the Companies Act is under consideration. [11th July.

Legal Notes and News.

Honours and Appointments.

Mr. M. W. THOMAS, M.A. (Oxon), LL.M. (Lond.), barrister-at-law, Headmaster of the Royal Latin School, Buckingham, has been appointed Headmaster of Tottenham County School, in succession to Mr. C. H. Peters, who will retire at the end of the year. Mr. Thomas was called to the Bar in 1926.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Captain Henry Studdy, Assistant Inspector-General, Indian Police, has, we understand, been selected to succeed Captain F. James as Chief Constable of Northumberland.

Last Wednesday evening the Masters of the Bench of the Inner Temple presented the Inn with a portrait of Master Sir Francis Taylor, G.B.E., K.C., D.L., by Mr. James Gunn.

The Board of Trade have appointed Mr. Rudolf Kynoch Clark, Official Receiver in Bankruptcy at Manchester, to be Official Receiver for the Bankruptcy District of the County Courts holden at Birmingham, Walsall, West Bromwich, Wolverhampton and Worcester with effect from the 1st August, 1935, in the place of Mr. C. Hoult.

Lord Justice and Lady Roche and Mr. Justice and Lady Bucknill attended the opening of the new playing fields of the Inns of Court Mission at Northolt (Middlesex) on Saturday, the 13th July. Lord Hanworth, Master of the Rolls, opened the door of the new sports pavilion with a gold key presented by the architect, Mr. T. H. Gibbs, and unveiled a commemorative tablet. The mission's playing fields were originally at Edmonton, having been presented by some 300 "friends, associates, and admirers" of Hardinge Stanley Gifford, first Earl of Halsbury (1823-1921), who was three times Lord Chancellor of England. They were opened in June, 1923, by Lord Birkenhead, but owing to changes in the neighbourhood the site became unsuitable. The fields were sold in 1934. The new fields at Northolt, near Harrow, are of 16 acres, and contain two cricket grounds, six football grounds, two tennis courts, and a bowling green.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness Part I.	GROUP I. MR. JUSTICE BENNETT. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
July 22	More	Jones	*Ritchie	*More
„ 23	Hicks Beach	Ritchie	*Andrews	Ritchie
„ 24	Andrews	Blaker	*More	*Andrews
„ 25	Jones	More	*Ritchie	More
„ 26	Ritchie	Hicks Beach	Andrews	*Ritchie
„ 27	Blaker	Andrews	More	Andrews
	GROUP I. MR. JUSTICE CROSSMAN. Non-Witness	MR. JUSTICE CLAUSON Non-Witness	GROUP II. MR. JUSTICE LUXMOORE Witness Part II.	MR. JUSTICE FARWELL. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
July 22	Andrews	Blaker	Jones	*Hicks Beach
„ 23	More	Jones	*Hicks Beach	*Blaker
„ 24	Ritchie	Hicks Beach	Blaker	*Jones
„ 25	Andrews	Blaker	*Jones	Hicks Beach
„ 26	More	Jones	Hicks Beach	*Blaker
„ 27	Ritchie	Hicks Beach	Blaker	Jones

*The Registrar will be in Chambers on these days and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 25th July, 1935.

	Div. Months.	Middle Price 17 July 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116	3 9 0	2 19 10
Consols 2½%	JAJO	86	2 18 2	—
War Loan 3½% 1952 or after	JD	106¾	3 5 7	2 19 10
Funding 4% Loan 1960-90	MN	119	3 7 3	2 18 4
Funding 3% Loan 1959-69	AO	104¼	2 17 6	2 15 3
Victory 4% Loan Av. life 23 years	MS	117½	3 8 3	2 19 1
Conversion 5% Loan 1944-64	MN	122	4 2 0	2 1 6
Conversion 4½% Loan 1940-44	JJ	112	4 0 4	2 2 10
Conversion 3½% Loan 1961 or after	AO	108½	3 4 6	3 0 5
Conversion 3% Loan 1948-53	MS	106¼	2 16 5	2 8 8
Conversion 2½% Loan 1944-49	AO	101½	2 9 3	2 6 0
Local Loans 3% Stock 1912 or after	JAJO	96½	3 2 2	—
Bank Stock	AO	370½	3 4 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	89	3 1 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97	3 1 10	—
India 4½% 1950-55	MN	114	3 18 11	3 6 0
India 3½% 1931 or after	JAJO	99	3 10 8	—
India 3% 1948 or after	JAJO	87	3 9 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118	3 16 3	3 9 3
Sudan 4% 1974 Red. in part after 1950	MN	114	3 10 2	2 16 9
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 17 10
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	111	4 1 1	2 12 6
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 7 6
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	113	3 10 10	3 1 0
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	101	2 19 5	2 17 7
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	107	3 5 5	2 19 10
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106	3 6 0	3 0 10
Leeds 3% 1927 or after	JJ	95	3 3 2	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	83	3 0 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96½	3 2 2	—
Manchester 3% 1941 or after	FA	97	3 1 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100	2 10 0	2 10 0
Metropolitan Water Board 3% "A" 1963-2003	AO	100	3 0 0	3 0 0
* Do. do. 3% "B" 1934-2003	MS	99½	3 0 4	3 0 4
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 7
Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106½	3 5 9	3 3 7
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	135½	3 13 10	—
Gt. Western Rly. 5% Preference	MA	123½	4 1 0	—
Southern Rly. 4% Debenture	JJ	114	3 10 2	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	113½	3 10 6	3 4 10
Southern Rly. 5% Guaranteed	MA	135½	3 13 10	—
Southern Rly. 5% Preference	MA	123	4 1 4	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

DIRECTORY OF SURVEYORS, VALUERS, AUCTIONEERS & ESTATE AGENTS—*continued.*

WARWICKSHIRE.

WALTER BIRD, F.A.I. (EAVES & BIRD), 11, Bishop St., Coventry. Tel. 4205.
CLARK & SILLITO, 26, Trinity Churchyard, Coventry. Tel. 5107.
A. B. COLBOURNE, F.A.I., Warwick.
COOKES & SOUTHORN (C. H. SOUTHORN, F.S.I.), Leamington Spa. Est. 1820.
FAYERMAN & CO., F.A.I., 57, The Parade, Leamington Spa. Est. 1874.
HOWKINS & SONS, 12, Albert Street, Rugby. Tel. 59. Est. 1888.
KIBLER MORGAN, 57, Ely Street, Stratford-upon-Avon. Tel. 110.
GEO. LOVEITT & SONS, 61, Hertford St., Coventry. 3081. (Est. 1843).
FRANK MASON, F.A.I., 28, Trinity Churchyard, Coventry. Tel. 3095.
NIXON, TOONE & HARRISON, F.A.I., 12, Newdegate St., Nuneaton. Tel. 47.
SAM ROBBINS, Ltd., 25, Albert Street, Rugby. Tel. 430.
SLATER, DANN & CO., Sutton Coldfield. Tel. 2287 ; also Birmingham.
JOHN STAITE & SONS, F.A.I., 7, Euston Place, Leamington Spa. Tel. 36.
JAMES STYLES & WHITLOCK, F.A.I., The Estate Offices, Rugby. Tel. 70.
WIGGINS & RUSSELL (late W. WIGGINS), 14, Regent Place, Rugby. Tel. 548.

WILTSHIRE.

FIELDER & TUCKETT, Swindon and Malmesbury.
MYDDELTON & MAJOR, F.A.I., 25, High St., Salisbury. Tel. 110.

WORCESTERSHIRE.

G. HERBERT BANKS, F.A.I., Worcester St. Kidderminster. Est. 1898.
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